



**TERMS AND CONDITIONS FOR RENTAL/USAGE OF
CITY STREETS/CAR PARKS**

Effective Date: January 2017

Please Read Entire Document Prior To Signing

1. RENTAL FEES

Rental Fees:	All City premises (excluding Bull's Head Car Park)	Bull's Head Car Park
Standard Rate	\$210 per hour	\$1,050 per level per day
Registered Charity Rate	\$105 per hour	\$525 per level per day
Custodian	\$85 per hour	
Electrician	\$100 per hour (Minimum 3 hours)	
Traffic Order	\$300 per ad per day	
Barricades	\$5 each + \$200 (delivery & collection)	
Damage Deposit	\$500 (less than 200 people)	
	\$1,000 (more than 200 people)	
Security Deposit	50% of Total Rental (excluding damage deposit and staffing fees)	

- 1.1 Usage Fee: This fee is charged from the start of the function until the end of the event or anytime thereafter including setup, breakdown and cleanup.
- 1.2 Rental Fee: This fee is charged for the duration of the function only, unless setup and/or breakdown and clean up prevents public use, in which case the rental fee rate will be charged. Full payment of rental fees is due 4 weeks prior to the booking date. Any balance, if any, thereafter the function will be invoiced thirty (30) days after the last day of the booking.
- 1.3 Custodian Fee: A custodian is required for the duration of the rental period from set up to clean up. A Custodian may be required to open and close the gates in the case of the gated parks. The renter must confirm at least two (2) weeks in advance with the Event Project Manager what hours staff are being requested. More than one (1) Custodian may be required at the discretion of the City. The Custodian(s) will have a time sheet to be signed by an event organizer or next in charge. If the renter fails to sign a time sheet at the end of the event an hourly rate will be charged until the custodian leaves.
- 1.4 Electrician Fee: An Electrician is required any time an electrical connection is requested and he will have a time sheet to be signed by an event organizer. Power requirements are to be confirmed two weeks prior to the event and are usually discussed at a site visit.
- 1.5 Traffic Order: Where a Traffic Order has to be published (for street closures, parking lot closures, etc), the organizer will be charged by the City for the cost of media insertions and the organizer MUST hire police to

Initials ____

man the road closure. Written confirmation will be required by Bermuda Police Service two (2) weeks prior to event date.

- 1.6 Barricades: Delivery and collection is required by City staff and does not include the set-up of the barricades.
- 1.7 Damage Deposit: A damage deposit is required for each event and is due at the time the application is submitted. If the venue is deemed to be left in its original condition the damage deposit will be applied to the final bill, and any credit thereafter will be refunded. If any cleaning is required or any damage or replacement is incurred, the full deposit is kept and the renters will be charged for any costs in excess of the deposit.
- 1.8 Security Deposit: A security deposit is due upon submission of application. The security deposit is 50% of the total calculated rental based on the information provided (not including the damage deposit and staffing fees).
- 1.9 For events that are renting a City Car Park during regular business hours (Monday – Saturday, 8:00 am – 6:00 pm) the organizer will be required to pay for loss of parking revenue for the time that they require the car park to be closed in addition to the rental rate. Loss of parking revenue is calculated per hour per parking bay.

2. PROCEDURES

- 2.1 Upon request, the Project & Rentals Coordinator of the City will ascertain the availability of the requested premises on the requested dates.
- 2.2 Assuming the premises is available for the requested date(s); the user must then complete this application form in its entirety, and submit together with the deposit and security deposit, to the City at the earliest possible time. All applications must be submitted 6 weeks prior to the function date.
- 2.3 **No booking will be confirmed until all items in Nos. 2.2 (above) have been received by the City. Any organization with an outstanding balance with the City will not be given a confirmed booking until the balance has been paid. Written notification will be supplied by the City upon confirmation. Applications from renters with funds in arrears or poor credit history with the City will not be considered. Further, any organization that has a booking, together but whose account goes into arrears will have the booking withdrawn and any payments made will be forfeited.**
- 2.4 Additional charges, if any, will be billed after the function.
- 2.5 If applicable, a copy of the Liquor License application must be submitted to the City.
- 2.6 Any changes to your booking after approval and confirmation from the Project & Rentals Coordinator must be submitted in writing and are not confirmed until the renter has received a written confirmation from a City Representative. Additional charges may be incurred depending on the nature of the changes.

3. OTHER INFORMATION

- 3.1 Tent(s) may be erected during the day of the rental, and other equipment, such as staging, sound equipment, tables and chairs, may be brought in. **No permanent fixtures should be installed nor affixed to or on City property without written consent from a City Engineer – this includes drilling into streets**

and buildings to secure rental equipment such as tenting. Nothing may be set up before the day of the rental without prior permission from the City.

- 3.2 All equipment must be removed by noon of the day following the function. In the case of functions/events in the streets, obstructions to traffic may not be set up until the street has been formally closed, as per the Traffic Order, and everything must be removed immediately after the event before the street re-opens. The City reserves the right to remove any items left overtime, and to dispose of the items or charge the renters accordingly.
- 3.3 Amplification, if used, must be kept to the lowest possible level. Some power sources are available, upon advance notice. A Police "noise" permit is required for any noisy function that may extend after midnight.

4. RESPONSIBILITIES OF RENTERS

- 4.1 Those renting or using City property will be responsible for any personal or property damage that may result from the gathering.
- 4.2 Those renting or using City property will be responsible for leaving the premises in a clean and tidy condition. In some cases, users will be responsible for garbage removal; in other cases, arrangements must be made with the City's Sanitation Department for a special trash pick-up, or to provide additional trash receptacles.
- 4.3 If, in the opinion of the City, the event is large enough, the organizers will be required to provide security services for their function or event, and details of such security arrangements must be provided on the attached Information Sheet.
- 4.4 If organizers or sponsors have hired third party vendors (including caterers, rental companies, technical companies, etc.) the organizer or sponsor is responsible for ensuring that those they hire or those that work with them are fully informed of the Terms and Conditions contained in this application agreement.
- 4.5 Applicants for a street event must satisfy the City in writing that the residents and businesses in the area surrounding the event have no objections to the event and that the Bermuda Police Service has no objections.
- 5.7 The City will not sign for or secure any items, e.g. beverages, tents, tables, chairs, technical equipment etc., when they are delivered. If deliveries are made and the renter is not on site to sign for them, the City will not be held liable for the items. The same is true when items are collected after a function.

5. FOOD VENDORS

- 5.1 All food vendors are required to obtain a permit from the City before they set up on any City street or property. Peddlers permits required to sell on the roadsides outside the City are NOT valid within City limits.
- 5.2 The preparation and/or sale of food and beverages is not permitted at any City property, including on the streets, without first applying to the City for, and receiving, a special vendor's permit. Food vendors also require a Health Department permit. No barbecues are permitted, except by prior approval of the City.

- 5.3 Alcohol Policy – all applicants will be required to apply for a liquor license through Magistrates Court for the sale of liquor and a copy of the liquor license must also be submitted to the City at least two (2) weeks prior to the function.

6. POSTPONEMENTS, CANCELLATIONS

- 6.1 Deposits will be refunded if a booking is cancelled up to six (6) weeks prior to the booking date(s). Any cancellations made within six (6) weeks of the scheduled dates, the client will forfeit the Damage Deposit to the City, however, the Security Deposit will be refunded. Any function cancelled within four (4) weeks of the scheduled date will forfeit all deposits/payments and no refund will be given.
- 6.2 If a function is cancelled up to four (4) weeks prior to the function date, the fees paid in advance will be refunded. If a function is cancelled less than four (4) weeks prior to the function date, no refunds will be made.
- 6.3 If a decision is made four (4) weeks prior to the scheduled date to postpone a booking, and the booking is rescheduled within a six (6) week period of the original date, any fees paid may be credited toward the new date. (Note: If weather forces a last-minute cancellation on the day of the booking a refund of the damage deposit only will be given).

7. INCLEMENT WEATHER OPTION

- 7.1 If those renting a street or car park wish to secure the No. Pier 6 Passenger Terminal to use as an alternative location in case of inclement weather, a non-refundable deposit, together with a letter of request and the completed application form, must be submitted to the Project & Rentals Coordinator. If the space is actually used, the deposit will be applied towards the full rental cost. If the space is not used fifty-percent (50%) of the deposit may be used toward the original booking and the other fifty-percent (50%) will be forfeited.

8. SAFETY PROCEDURES

- 8.1 For activities where large numbers may be expected to attend, special health, safety and security precautions must be put in place. These may include, but not be limited to, the following: St. John Ambulance Brigade or other EMT's on stand-by in the area; security services; fire service presence; additional police presence; marshals at road junctions to guide traffic etc.
- 8.2 In some cases where large numbers are expected to attend, an emergency evacuation plan must also be filed and approved in advance by the City.
- 8.3 For events such as motorized races and pedal cycles, evidence of safety procedures to an international standard must be provided, such as crash barriers, approved race routes, etc. Event organizers will be responsible for providing the City with evidence of all safety precautions taken, and must agree to implement additional safety procedures as required.
- 8.4 Renters are required to have public liability insurance and may be asked to provide evidence of said insurance to an amount that the City deems adequate for the size and type of event planned.

INFORMATION FORM FOR RENTAL/ USAGE OF CITY STREETS/CAR PARKS

(Please Print Clearly or Type)

This document is applicable to the rental/usage of the following;

- City Hall Car Park
- Bull's Head Car Park
- No. 1 Car Park
- No. 5 Car Park
- Cavendish Car Park
- Street(s) of the City
- Union Street Car Park
- Elliott Street Car Park
- Dundonald Street Car Park
- Par-la-Ville Car Park

Please mark all that apply

Note: The open spaces are public places, and users cannot be guaranteed exclusive use at any time. Efforts will be made to avoid conflicts in scheduling, however.

CONTACT INFORMATION:

Organization (if applicable): _____

Charity Number (if applicable): _____

Name of Applicant: _____

This is the person that the City will call if problems/queries arise and whom will be billed

Address: _____

Mailing address (if different): _____

Tel No. Home: _____ **Work:** _____ **Cell:** _____

E-mail: _____

FUNCTION/EVENT INFORMATION:

Date(s) of Function/Event: _____

Time of Function: _____

Start time

End time

Set-Up Times: _____

Start time

End time

Break-down Times: _____

Start time

End time

Type of function: _____

Brief Description: _____

Number of Attendees: _____

Initials _____

Road Closures: _____
(Name streets to be closed, including junctions)

REQUIREMENTS: (Rental fee includes electricity where available. All other or staff and supplies will be charged accordingly, some barriers can be rented from the City.)

Electrical Equipment: Please describe type of electrical equipment, amperage required, number of outlets, and who is providing/running controlling the electrical equipment:

The City can provide access to the power source, however any electrical work needed must be carried out by a City electrician, not a private contractor

Sound system _____
(Please advise who will be responsible for the equipment set up)

Staging _____
(Please advise who will be responsible for the equipment set up)

Lighting _____
(Please advise who will be responsible for the equipment set up)

Tent(s) or Marquee How Many?: _____ Sizes: _____

(Please advise who will be responsible for the equipment set up)

Catering/ Bar Catering Vendor: _____ Bar Vendor: _____

(Please advise who will be responsible for the bar necessities)

Security Services _____
(Name Security Company)

Rental Companies How Many?: _____

(Please list all vendors if there is more than one)

SECURITY/SAFETY: Please provide details of your security arrangements and if the event or function is to be held in an enclosed area, please provide an emergency evacuation plan.

Initials ____

Public Liability Insurance: For events likely to attract large numbers of people, please provide details of your public liability insurance coverage: e.g. name of insurer, amount of insurance, etc.

CHECKLIST: (Please circle the relevant response)

- Occasional Liquor License included YES / NO, PENDING / NOT REQUIRED
- Noise permit YES / NO, PENDING / NOT REQUIRED
- Health Department Permit – Food service YES / NO, PENDING / NOT REQUIRED
- Initial all 7 pages of Application Form REQUIRED ON ALL APPLICATIONS

Please provide any other relevant information that we should know about your function/event:

AGREEMENT FOR RENTAL/ USAGE OF CITY STREETS/CAR PARKS

I, the undersigned, being the sponsor or organizer of the function or event, do hereby agree to the following terms and conditions for renting or using the City premises:

1. I have read, understood, and agreed to comply with the information entitled "Terms and Conditions for Rental/Usage of City Streets/Car Parks".
2. I understand that the City will not confirm a premises booking until (a) damage deposit, (b) and security deposit are paid in full, and (c) City Premises Rental Information Form and Agreement are completed, initialed and submitted.
3. I agree to be responsible for any and all liability that may arise as a direct result of our activity in/on a City premises.
4. I agree to be responsible for any damage occasioned by our use of these premises.
5. I undertake to be responsible for ensuring that the total amount due (if any) to the City of Hamilton, as a result of our use of City premises, is paid in full within 30 days of receipt of an invoice at the completion of the rental period.
6. I undertake to put into place all necessary safety and security precautions relevant to our event, and/or to implement any safety and security precautions required by the Police and/or the City of Hamilton.

Print Name _____

Signature _____ **Date** _____

Please mail or deliver the completed application and deposit to:

Project & Rentals Coordinator		Project & Rentals Coordinator		Tel: 292-1234 ext. 224
City of Hamilton	or	City Hall, Ground Floor	or	Fax: 292-6918
P. O. Box HM 1175		17 Church Street		Email: events@cityhall.bm
Hamilton HMEX		Hamilton HM 11		

Office Use Only

Account No. _____ **Method of Payment** _____

Deposit Paid \$ _____ **Date:** _____ **Initials** _____

Initials _____