



Snellville Parks & Recreation Department
COURTLAND WILLIAMS PAVILION RENTAL AGREEMENT

DEPOSIT AND RENT MUST BE PAID TOGETHER, IN FULL, WITHIN 14 DAYS AFTER FACILITY IS RESERVED FOR YOU AND THAT MUST BE AT LEAST 14 DAYS BEFORE THE DAY OF YOUR EVENT

Pay by date: Penalty after pay by date: \$30.00

Applicant Home Phone Work Phone
Address City State Zip County
Email Cell Phone Type of Event
Type of Use: Individual For-Profit Non-Profit Tax Exempt Number
Date(s) & Day(s) Requested Date Day of Week

Please choose a 4 hour block between 7 am and 10 pm
YOU MAY PAY FOR ADDITIONAL HOURS @ AN HOURLY RATE (divide 4 hour rate by 4) if you need extra time for setup or cleanup. EARLY ARRIVAL IS NOT ALLOWED AND IF YOU STAY PAST YOUR END TIME, YOUR DEPOSIT WILL BE FORFEITED.

Estimated: Participants Vehicles

Maximum capacity is 35. Only 6-six foot tables and 35 chairs are available. Chairs must remain indoors.

Special Events/Requests may require the following:
Do you or your organization have current liability insurance for these activities? Yes No
Will food, goods, or services be sold? Yes No (Requires approval from S.P.R.D.)
Will you have security (police) present? Yes No (It must be an off-duty Snellville police officer)
CERTIFICATE OF INSURANCE MUST BE SUBMITTED NO LATER THAN 14 DAYS PRIOR TO REQUESTED EVENT DATE AND LIST SNELLVILLE PARKS AND RECREATION DEPARTMENT AS ADDITIONAL INSURED.

The Renter acknowledges and agrees that the Renter is encouraged to examine and inspect the City Facilities, to assess their condition, suitability and fitness for the Renter's permitted use. RENTER ACKNOWLEDGES AND AGREES THAT THE CITY MAKES NO EXPRESSED OR IMPLIED WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY EXPRESSED OR IMPLIED WARRANTIES OF SUITABILITY OF FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION. THE RIGHT TO USE CITY FACILITIES IS GRANTED ON AN "AS IS" AND "WHERE AS" BASIS ONLY. Renter further acknowledges that the relationship between the parties is not that between the landlord and tenant as defined in Georgia law.

FOR OFFICE USE ONLY
City Limit Resident Fee \$
Gw Cty Res Fee \$
Non-Gw Cty Res Fee \$
Penalty if applicable \$
Deposit \$
Cash Check/MO Visa MC
Receipt #
Check #
Staff Signature:
Date:
Certificate of Insurance Required: Y N
Date Received:

I have read this contract in its entirety and agree to the terms, date, time, facility and fees of this agreement.

Renter's Signature: Date:

**Snellville Parks & Recreation Department
FACILITY RENTAL AGREEMENT RULES**

1. No person is permitted to bring, use, or serve alcoholic beverages on park property or in department buildings.
2. Individuals and groups must follow park rules and regulations.
3. You have fourteen (14) days from your initial request for a reservation to complete the Facility Rental Agreement and make payment in full (including deposit) or your reservation will be cancelled; this must be 14 days before your use of the facility. Please make check payable to S.P.R.D. Any check returned for insufficient funds is subject to a \$35 fee. Penalty fee for payments made less than 14 days before rental is \$30.00.
4. Due to liability concerns and limited space, the City does not allow inflatables (such as moonwalks), ponies, dunk tanks, firecrackers, fog machines, deep fryers, etc...to be brought on the premises during rentals. You may not put stakes in the ground (such as for a tent).
5. Room set-up is available for the Courtland Williams Pavilion for an **additional fee of \$15.00** paid when your contract is submitted and rental fee is paid. All room set-up descriptions are due at least fourteen (14) days prior to your rental or a standard set-up will be used.
6. **Deposits will be cashed and then returned within 30 days (as a check mailed from the City) after the rental; only if all of the following are completed:**
 - a. Facilities are clean and trash is bagged and placed outside at the end of the reservation period.
 - b. Facilities and equipment are undamaged
 - c. A staff member will meet you at your rental start time to unlock the building. If a staff member is present at your rental end time, they will meet you to lock the building. If a staff member is not present, you will be given a key by staff to lock up. All keys must be returned the day of the rental. There is a "DROP BOX" outside the park office on a concrete post and the keys may be placed there immediately following your rental. Signs and balloons are to be removed from road and entrance gates.
 - d. Arrival and departure time were adhered to.
7. Snellville Parks & Recreation Department reserves the right to cancel this rental agreement should it become absolutely necessary. In such an instance, a full refund or rescheduling of the event will be offered to the applicant.

ALCOHOL IS PROHIBITED FROM BRISCOE PARK

Refund Policy: No refund will be given due to weather. The renter must notify Snellville Parks & Recreation Department in writing of a cancellation **no less** than fourteen (14) days prior to the reservation date in order to receive a 100% refund less a **\$10.00 administrative fee**. A request for cancellation made less than fourteen (14) days prior to reservation date will **not** be granted a refund except for the deposit. A no show will only receive a deposit refund.

HOLD HARMLESS

Applicant agrees to, and will at all times, indemnify, save, and hold harmless the City of Snellville, its officers, agents, and employees from all liability, claims, demands and cost of every kind and nature, including attorney's fees at trial or appellate levels and all court costs arising out of injury to, or death of persons, and damage to any and all property including loss of use therefore, resulting from or in manner arising out of or in connection with activities or use of the facilities that are mentioned previously. The Applicant will, upon request of the Snellville Parks & Recreation Department, defend and satisfy any and all suits arising from its use of the premises.

INSURANCE AGREEMENT

Liability insurance may be required based on the nature of the activity. Applicant will, at own expense, keep in force during the term of this agreement, insurance from a licensed insurance company. Required certificate of insurance will evidence insurance including: Comprehensive Liability Insurance with a minimum limit of one million dollars per occurrence, combined single limit to include premises, personal injury, and operations. Snellville Parks & Recreation must be listed as additional insured party.

FACILITY RENTAL (per 4 hour block) AND DEPOSIT FEES (Effective -1-13)

	<i>Non-profit Groups and Individuals</i>			<i>Profit Groups and Businesses</i>			
	<u>Deposit</u>	<u>City Limit Resident*</u>	<u>Gw County Res.</u>	<u>Non Gw Cty Res.</u>	<u>City Limit Bus.*</u>	<u>Gw Cty Bus.</u>	<u>Non Gw Cty Bus.</u>
Courtland Williams							
Mon thru Thurs	\$100 plus	\$100	\$130	\$140	\$150	\$175	\$185
Fri thru Sun	\$100 plus	\$110	\$140	\$150	\$160	\$185	\$195

*Snellville City Limit residents and businesses pay property taxes to Gwinnett County and to the City of Snellville. Proof of residence is required (i.e. – valid driver's license).

Courtland Williams Pavilion Procedures

For rentals ending prior to 6 p.m., park staff will unlock and lock the door. For rentals ending 6 p.m. or later, staff will unlock the Courtland Williams Pavilion and may be available to lock up. If not staff will give you the key to lock up. After the rental, keys must be returned before you leave the park, by dropping them in the drop box outside the park office on the concrete post. The box is labeled "DROP BOX". If the key is not returned, the deposit will not be refunded. It is your responsibility to clean up the pavilion after your rental. It is also your responsibility to secure (lock) all doors if you are given a key. Please note the following rules/procedures for renting the Courtland Williams Pavilion:

- 1) Turn off lights and air/heat units before leaving.
- 2) No tape, staples, tacks, etc. shall be attached to any wall or ceiling and balloons, ribbons, etc. should not be left attached to chairs or tables after the rental.
- 3) Use of the fireplace is prohibited.
- 4) All food and trash must be bagged and placed outside.
- 5) Kitchen must be left clean and all items shall be removed from the refrigerator.
- 6) Cleaning supplies are stored in the back storage room and are accessed through the table storage room. The key that opens the front door will also open the storage room door. Supplies are inventoried before and after each rental. After use, all cleaning supplies must be returned to the supply room and doors locked. Any missing items or non-return of key will result in a forfeiture of deposit.