OUTDOOR
Snellville Parks & Recreation Department
PAVILIONS (EXCL BONNIE ROSE GAZEBO)
2500 Sawyer Parkway, Snellville, GA 30078
RENTAL AGREEMENT

PAY BY DATE IS: _____________________ PENALTY AFTER PAY BY DATE IS: $20

Applicant __________________________________________  Home Phone ________________  Work Phone ________________
Address ______________________________________ City _______________ State _______ Zip _______ County ___________
E-Mail ___________________________________________ Cell Phone ________________ Name/Description of Event _______________
Type of Use: Individual _______ Profit _______ Non-Profit _______ Tax Exempt Number _______________________

Date(s) & Day(s) Requested: _______________________________                   ___________________________

Time of Facility Use: _______ to _______ Depending on availability, choose one or more two hour blocks, from 8am to 8pm.
Estimated:  Participants _______ Vehicles _______

CALL 770-985-3555 IF SOMEONE IS IN YOUR PAVILION AND WILL NOT LEAVE

Requested Facility: NO REFUNDS OR RESCHEDULES DUE TO WEATHER

<table>
<thead>
<tr>
<th>Pavilions</th>
<th>Sager Pavilion  (5 Picnic Tables)</th>
<th>Lakeside Pavilion  (5 Picnic Tables)</th>
<th>Peters Pavilion  (5 Picnic Tables)</th>
<th>Williams Pavilion  (8 Picnic Tables)</th>
</tr>
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Special Events/Requests May Require The Following:
- Does your organization have current liability insurance for these activities? □ Yes _______ □ No _______
- (Please attach a copy of coverage, amount, carrier, carrier telephone number) □
- Will food, goods, or services be sold? (Requires approval from S. P. R. D.) □ Yes  _______ □ No  _______
- Will you have security (police) present? (If yes, must be off-duty Snellville police officer) □ Yes  __________ □ No  _______

CERTIFICATE OF INSURANCE MUST BE SUBMITTED NO LATER THAN FOURTEEN (14) DAYS PRIOR TO REQUESTED EVENT DATE AND LIST SNELLVILLE PARKS AND RECREATION DEPARTMENT AS ADDITIONAL INSURED.

FOR OFFICE USE ONLY

□ City Limit Resident Fee of  $__________  Staff Signature: ________________________________
□ Non-Resident Fee of  $__________
□ Non-County Resident Fee of  $__________
□ Penalty if applicable  $__________
□ cash □ check □ VISA / MC
Receipt # ______ Check # ______
A $35 fee will be assessed for a check returned for insufficient funds.

□ Certificate of Insurance Required:  Y □ N
Date Received: ____________________

*Residents are those persons who live in or operate a business within the incorporated city limits of Snellville and pay city property taxes in addition to Gwinnett County property taxes.

Proof of residency is required (i.e. valid driver’s license). 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 ____________________
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, regulations, and agree that the rights of other park visitors shall not be infringed upon.

3. You have fourteen days from your initial request for a reservation to complete the Facility Rental Agreement and make payment in FULL or your reservation will be cancelled. That full payment must be made and the Rental Agreement completed at least fourteen days prior to the use of the facility. **If you miss the pay by date, it will result in a $20 penalty fee.** Make check payable to S.P.R.D. A $35 fee will be assessed on all checks returned for insufficient funds.

4. The City does not allow inflatables (such as moonwalks), ponies, dunk tanks, firecrackers, fog machines, sidewalk chalk, or anything similar to be brought or used on the premises.

ALCOHOL IS PROHIBITED WITHIN BRISCOE PARK

Refund Policy: **No refunds or reschedules will be given due to weather.** The renter must notify Snellville Parks & Recreation Department in writing of a cancellation **no less than** fourteen days prior to reservation date in order to receive a refund. **A $10.00 administrative fee will be deducted from all approved refunds.** A request for cancellation made less than fourteen days prior to reservation date will not be granted a refund or a reschedule. Snellville Parks & Recreation Department reserves the right to cancel a rental if absolutely necessary. In such an instance, a full refund or rescheduling of the event will be offered.

**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.

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.

**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.

**PAVILION RENTAL FEES PER 2 HOUR BLOCK** (Effective 2-1-13)

<table>
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<td><strong>Non-profit Groups and Individuals</strong></td>
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<td>Snvl Cty limit</td>
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<td><strong>Monday thru Thursday:</strong></td>
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**Profit Groups and Businesses**

| Snvl Cty Limit | Non-City limit | Non Gwinn Cty |
|----------------|
| **Monday thru Thursday:** |
| Pavilions/Gazebo | $75.00 | $90.00 | $100.00 |
| **Friday thru Sunday:** |
| Pavilions/Gazebo | $80.00 | $95.00 | $105.00 |

*Note: 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).