



OUTDOOR *Snellville Parks & Recreation Department*
PAVILIONS (EXCL BONNIE ROSE GAZEBO) **RENTAL AGREEMENT**

RENT MUST BE PAID, 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

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: _____

Date Day of Week

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**

Pavilions

Sager Pavilion _____ Lakeside Pavilion _____ Peters Pavilion _____ Williams Pavilion _____
(5 Picnic Tables) (5 Picnic Tables) (5 Picnic Tables) (8 Picnic Tables)

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 SNELVILLE PARKS AND RECREATION DEPARTMENT AS ADDITIONAL INSURED.

FOR OFFICE USE ONLY

City Limit Resident Fee of \$ _____
 Non-Resident Fee of \$ _____
 Non-County Resident Fee of \$ _____
 cash check VISA / MC
Receipt # _____ Check # _____

Staff Signature: _____

Date: _____

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. Make check payable to S.P.R.D.
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 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)

| | <i>Non-profit Groups and Individuals</i> | | | <i>Profit Groups and Businesses</i> | | |
|------------------------------|--|-----------------------|----------------------|-------------------------------------|-----------------------|----------------------|
| | <u>Snlvl Cty limit *</u> | <u>Non-City limit</u> | <u>Non Gwinn Cty</u> | <u>Snlvl Cty Limit*</u> | <u>Non-City limit</u> | <u>Non Gwinn Cty</u> |
| Monday thru Thursday: | | | | | | |
| Pavilions/Gazebo | \$40.00 | \$55.00 | \$65.00 | \$75.00 | \$90.00 | \$100.00 |
| Friday thru Sunday: | | | | | | |
| Pavilions/Gazebo | \$45.00 | \$60.00 | \$70.00 | \$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).