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| --- | --- |
|  | Market Street Pavilion |

PARK RENTAL AGREEMENT

Town of Clermont, Georgia

770-983-7568

Townhall@clermontga.com

APPLICANT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EVENT DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_TIME IN: \_\_\_\_\_\_\_\_\_\_\_\_\_TIME OUT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TYPE OF ACTIVITY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| Rental Fee:  | Damage Deposit  |   | $50.00 \_\_\_\_\_\_\_ The damage deposit should be in the form of A check or cash– The restrooms must be left LOCKED, and the key must be returned to the Town Hall after your rental for the deposit to be returned.  |
|    | Park:  |  2HRS | $30.00\_\_\_\_\_\_\_\_  |
|     |   |  4HRSAdditional Hours Total Due | $60.00\_\_\_\_\_\_\_$15.00\_\_\_\_\_\_\_$\_\_\_\_\_\_\_\_ |
|   | Please Initial One:  |   | \_\_\_\_\_\_ I will pick up my deposit check after my rental. \* If the Deposit check is not picked up within two weeks, the deposit check will be shredded.  |
|   |   |   | \_\_\_\_\_\_ The Town of Clermont has my permission to shred my deposit  |
|   |  |  |  |

Please make all checks payable to the Town of Clermont. The mailing address is P.O. Box 257, Clermont, GA 30527.

Renter shall hold harmless the Town of Clermont, its employees, and public officials from and against any and all claims, damages, losses, and liabilities whatsoever in nature, cause of origin, and whether or not attributable to the negligence of Renter, its agents, contracts or employees or the use of occupancy of the designated facility or any other portion of Town of Clermont by Renter, its agents, employees, and invitees.

 Renter acknowledges and agrees that Renter is encouraged to examine and inspect the rental facility to assess its

condition, suitability, and fitness for Renter’s use.

 I have read and understand the Policies & Procedures regarding facility usage and verify that all information on this contract is correct to the best of my knowledge. As the Renter, I understand that failure to comply with the rules could result in the loss or part of all the rental fees.

Signature indicates the signer has read, understands, and agrees to abide by the policies and procedures outlined herein.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Renters Signature Date More on the back

 Renter Agreement Policies and Procedures

1. Renter agrees to pay all fees and submit necessary paperwork at the signing of the agreement.
2. Renter will examine the facility upon arrival and before use and agrees that the facility is in good condition and repair exempt for any defects, which the renter shall list in writing and provide to Clermont after his inspection and before use. Renter further agrees to return the facility in the same condition as received and to pay for any loss or damage to the facility, including all costs which Clermont incurs in repairing damage, replacing the loss, and returning the facility to use. If loss or damage exceeds the deposit. The renter must pay the difference when the facility is or should have been returned or leave proper security until damage or loss is paid.
3. Your rental fee reserves the pavilion for your use only. Other people may be utilizing the park during your reservation period.
4. The entire event, including set-up and clean-up, must occur within the agreed-upon rental hours.
5. Alcoholic beverages, tobacco products, vaping, and weapons are prohibited in the park as directed by the Town of Clermont ordinance.
6. Unlawful or unauthorized use of the facility or not in accordance with the facility rules and regulations is prohibited.
7. NO PETS
8. The facility must be returned to a clean condition.
9. Take down all decorations, tape, etc.
10. NO glass
11. NO vehicles are allowed in the grassed area for any reason.
12. DO NOT move picnic tables.
13. Rental events for youths must have adult supervision.
14. This facility is released to Renter “as is” without express or implied warranties.
15. Staff shall enforce all of the above rules and regulations. Staff also has the authority to cancel any rental at any time during the rental period.
16. The Rental group shall not and cannot transfer the contract to another group.
17. If the Renter defaults in any of the obligations under this agreement or violates any terms thereof, the Town of Clermont may terminate this agreement. If this agreement is terminated for this reason, all fees are non-refundable.
18. Food and drinks are permitted in picnic areas only, NOT in playground areas.
19. Park Restrooms are locked on the weekend. The renter is required to pick up the key to the restrooms from the Town Hall during office hours prior to the rental date. The restrooms must be locked after your event, and the restroom key must be returned to the Town hall, or the damage deposit will not be returned.
20. NO grills
21. NO bounce houses or water slides
22. Bicycles, tricycles, skateboards, skates, ATV’s, dirt bikes, and scooters are prohibited inside the park.

I have read and understand the above-stated rules.

Renters Initials\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_