

Please Check one

Chattahoochee Pavilion _____

Market Street Pavilion _____

Clay E. Gailey Pavilion _____



PARK RENTAL AGREEMENT

Town of Clermont, Georgia

770-983-7568

cityofclermont@bellsouth.net

APPLICANT NAME: _____

EVENT DATE: _____ TIME IN: _____ TIME OUT: _____

TELEPHONE NUMBER: _____

MAILING ADDRESS: _____

TYPE OF ACTIVITY: _____

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 \$25.00 _____

4HRS \$50.00 _____

Additional Hours \$15.00 _____

Use of Stage \$15.00 _____

Total Due \$ _____

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 of 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, 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. The facility must be returned in clean condition.
8. Take down all decorations, tape, etc.
9. No vehicles are allowed in the grassed area for any reason.
10. Please return to the original location if picnic tables are moved.
11. Rental events for youths must have adult supervision.
12. This facility is released to Renter "as is" without express or implied warranties.
13. 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.
14. The Rental group shall not and cannot transfer the contract to another group.
15. 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.
16. 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.

I have read and understand the above-stated rules.

Renters Initials _____

TOWN OF CLERMONT

Warning: Any person entering the premises waives all civil liability against this premises owner and operator for any injuries caused by the inherent risk associated with contracting COVID-19 at public gatherings, except for gross negligence, willful or wanton misconduct, reckless infliction of harm, or intentional infliction of harm by the individual or entity of the premises.

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact and high-contact surfaces. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of large groups and people.

The Town of Clermont has put in place reasonable preventative measures to mitigate the spread of COVID-19; however, the Town **cannot guarantee** that anyone you are legally responsible for or yourself will not become infected with COVID-19 by utilization of or entering a Town facility.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that those I am legally responsible for and myself may be exposed to or infected by COVID-19 by utilization of or entering Town facilities and that such exposure or infection may result in personal injury, illness, permanent disability, and death, except for gross negligence, willful or wanton misconduct, reckless infliction of harm, or intentional infliction of harm, by the Town is the entity of the premises. I understand that the risk of becoming exposed to or infected by COVID-19 by utilization of or entering Town facilities may result from the actions, omissions, or negligence of myself and others, including but not limited to Town employees, volunteers, and program participants and their families, except for gross negligence, willful or wanton misconduct, reckless infliction of harm, or intentional infliction of harm, by the Town is the entity of the premises.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to those I am legally responsible for and myself, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense of any kind, that the party I am responsible for or I may experience or incur in connection with mine or his/her participation in Town activities or utilization of Town facilities, except for gross negligence, willful or wanton misconduct, reckless infliction of harm, or intentional infliction of harm, by the Town is the entity of the premises. On my behalf and on behalf of those I am legally responsible for, I hereby release, covenant not to sue, discharge, and hold harmless and indemnify the Town, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto, except for gross negligence, willful or wanton misconduct, reckless infliction of harm, or intentional infliction of harm, by the Town being the entity of the premises. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the Town, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after utilization of a Town facility, except for gross negligence, willful or wanton misconduct, reckless infliction of harm, or intentional infliction of harm, by the Town being the entity of the premises.

I further agree to take all steps necessary to comply with the Executive and Emergency Orders issued by the Federal Government, the State of Georgia, and the Town of Clermont.

Signature

Date