



WALNUT GROVE CITY PARK POLICIES AND PROCEDURES

Renters agrees to all of the following:

1. The usage of the facility must occur within the contracted rental hours.
2. The Renter agrees to abide by the regulations for the facility as provided by the City of Walnut Grove and understands that the violation of any of these regulations may cause The Renter to lose the use rights hereunder at the sole discretion of the City of Walnut Grove.
3. The Renter is responsible for any damage incurred to the facilities during the Renter's scheduled activities. Persistent damage could ultimately result in revocation of a portion or all use rights given hereunder at the sole discretion of the City of Walnut Grove.
4. The Renter is responsible for the actions and conduct of all participants attending The Renter's scheduled event.
5. The Renter has no rights of assignment of the agreement. Absolutely NO money exchanged at the facility by renter!
6. Appropriate post use cleaning is required. All garbage must be placed in trash receptacles after pavilion use. This includes the restroom facilities.
7. Fee Schedule:
Pavilion - \$ 100 (CITY RESIDENT) or \$150 (NON RESIDENT) for daily use
Deposit - \$ 200 (CITY RESIDENT) or \$300 (NON RESIDENT) refundable with no damages or violation of any rules.
8. Payment:
 - (a). One hundred percent (100%) of the Rental Fee and Deposit is required at the signing of this Rental Contract. Separate Check required for refundable deposit.
 - (b). All checks should be made payable to City of Walnut Grove.
 - (c). Cash, Check or Money Order accepted.
9. Cancellation: a notice of cancellation must be received no later than 36 hours prior to the event to receive a partial refund. If not, renter forfeits all rental and attendant fees.
Exception: Family emergencies: a two (2) hour prior notice is required for cancellation due to family emergencies by calling City Hall @ (770) 787-0046, Monday – Friday during normal business hours (9am – 5pm) or on weekends, (678) 283-4412. If a message is not received, Renter forfeits all attendant and rental fees.
No refunds will be issued for inclement weather.
10. Refunds –If an event is cancelled due to a family emergency i.e. death, illness or accident, the Renter has 30 days from the date of cancellation to request a refund. This request must be submitted in writing to Sharon Bell, Deputy Clerk, bellwalnutgr@bellsouth.net, City of Walnut Grove, 2581 Leone Avenue, Loganville, Georgia 30052.
11. Facilities: will not have an attendant monitoring the area. Therefore the general cleanliness of the property cannot be guaranteed. It is the Renters' responsibility to clean up after their own event.
12. The person who signs this contract will be held responsible for the rental and must be present from start time to end time.
13. If present, any Walnut Grove staff has the authority to cancel the rental event at any time for any reason deemed necessary including any rental guest(s) or invitee displaying improper conduct. (Improper conduct shall include, but not be limited to, the presence of alcohol, apparent intoxication, intimidation, abusive or threatening language, physical violence & lewd behavior).
14. Alcoholic beverages are prohibited.
15. No tacks, nails or staples are to be used on any surface of pavilion and tables.
16. Rental events for Youth activities must have adult supervision.
17. The Renter, Hereby agrees to indemnify and hold harmless the City of Walnut Grove, Georgia, it's agents, public officials, officers, employees and authorized volunteers, from and against any and all legal actions, claims, damages, losses or expenses arising out of the permitted activity or any activity associated with the conduct of the Renter's operations, including but not limited to claims of personal or bodily injury, disease or death, or injury to or destruction of property, excluding claims caused by the willful commission or omission by the employees of the City of Walnut Grove acting within the scope of their employment.

Suitability: Renter acknowledges and agrees that Renter is encouraged to examine and inspect Walnut Grove facility to assess its condition, suitability and fitness for Renter's permitted. Accordingly, Renter acknowledges and agrees that THE CITY MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF SUITABILITY OF FITNESS OF THE CITY OF WALNUT GROVE PARK AND PAVILION FOR ANY PARTICULAR USE, PURPOSE OR FUNCTION. The right to use the Designated Facility granted hereby is expressly granted on an AS-IS and WHERE-AS basis only. Renter further acknowledges that the relationship between the parties is not that between a "landlord and tenant" as contemplated under Georgia law.

I have read and understand the rules regarding Facility Usage and verify to the best of my knowledge that all information on this contract is correct. As the Renter, I understand that any City Staff reserves the right to request rental guest(s) to leave or cancel the event at any time it deems to be in the best interest of the City of Walnut Grove.

Renter's Signature

Date

For any maintenance or facility issues on the day of rental, please contact
Alan Barton @ (678) 283-4412 or Alan Clark @ (678) 373-2064