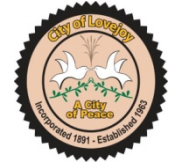




GREEN PARK

1999 Lovejoy Rd. Lovejoy, Georgia 30250



RENTAL FEES: \$200 PER DAY OR \$20 PER HOUR. THE PARK IS AVAILABLE 8AM TO 9PM.

EVENT APPLICATION

<u>Name</u>					
<u>Street Address</u>					
<u>City</u>		<u>State</u>		<u>Zip</u>	
<u>E-mail</u>					

<u>Type of Event</u>							
<u>Date</u>				<u>Start Time</u>		<u>End Time</u>	

<u>Telephone Number</u>		<u>Alternate Number</u>	
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Lovejoy Police \$35/hour for each officer			
Number of Officers		Number of Hours	
Total Cost for Police		\$	

Payment	\$	Balance Due	\$
Payment	\$	Balance Due	\$
Payment	\$	Balance Due	\$
Payment	\$	Balance Due	\$

- THERE IS A **\$50 CANCELLATION FEE** FOR ANY REASON AFTER EVENT IS BOOKED. ALL DEPOSITS AND REFUNDS ARE MAILED FROM THE LOVEJOY CITY HALL AND IT MAY TAKE UP TO 30 DAYS.
- RENTER AGREES TO PAY ALL REMAINING FEES **WITHIN 14 DAYS OF THE EVENT DATE** OR DEPOSIT WILL BE FORFEITED.
- FIRST 2 HOURS OF SETUP TIME IS FREE... ADDITIONAL SETUP TIME IS \$10 PER HOUR. CLEANUP TIME IS FREE....CLEANUP IS AVAILABLE UPON REQUEST FOR \$40 & UP.
- **ALL PAYMENTS MUST BE MADE WITH MONEY ORDER OR CERTIFIED FUNDS.**

SIGNATURE OF APPLICANT _____ DATE _____

GREEN PARK RENTAL AGREEMENT

As used herein, the City shall mean the City of Lovejoy, Georgia; Applicant shall mean the person or entity applying for use of the Park; Park shall mean Green Park in the City of Lovejoy.

Rental Period:

The rental period shall commence at _____ on the _____ day of _____, 20____.

The rental period shall end at _____ on the _____ day of _____, 20____.

Activity, Attendance:

The Applicant is obtaining the Park for the following activities:

And there will be a maximum of _____ persons at the Park at any given time.

The Applicant shall make a deposit in advance in the amount of \$_____ for the rental period and should the event cancel through no fault of the City, this amount shall be non-refundable. Should the City, through no fault of its own, be unable to provide the Park during the rental period, the City shall not be liable for any costs accruing to anyone, or incur any liability to anyone beyond the amount of the security deposit and rent paid by the Applicant. The Applicant agrees to hold the City harmless and indemnify the City should any person make any claim upon the City as a result of the activity at the Park during the rental period. Said indemnification shall include, but not be limited to, costs of any claim paid by the City, costs of litigation, and attorney's fees.

The Applicant is responsible to the City for any costs of repairs to the Park beyond normal wear and tear, and agrees to reimburse the City for any repairs or replacement needed as a result of the rental of the Park during the above period. The Applicant agrees that any such costs shall be deducted from the security, and any additional sum shall be paid within 30 days. The Applicant shall be responsible for the costs of collection should such be required.

_____ {Applicants initials} The Applicant has received a copy of the regulations for the Park, has read and understands them, and agrees to the terms and conditions contained therein.

Executed this _____ day of _____, 20____.

Applicant

City Official

REGULATION FOR RENTAL AND CONDUCT OF ACTIVITIES AT GREEN PARK

1) **Groups, organizations, individuals eligible.**

- a) Non-discrimination in rental. The premises shall be rented without consideration of age, handicap, ethnicity, race or faith.
- b) The Park may be rented to any individual or legal entity wishing to provide a location for a meeting, social event, or gathering in compliance with all federal, state and local laws and regulations.
- c) The City may rent the Park periodically to a single group, but the group must schedule each rental in advance and must comply with all rules and regulations for each rental. If the City attempts to or leases the Park on a regularly scheduled basis, that action shall constitute a right to continue to lease the Park in the future. Any repetitive rental must be by approval of City officials.

2) **Activities eligible.**

- a) No activity may be conducted at the premises that advocates, counsels or otherwise encourages violence against any person, people or organization, or other breach of the peace or law.
- b) No activity may be conducted at the premises that advocates, counsels or encourages discrimination against a person, people, organizations or groups based upon ethnicity, race, creed, age, handicap, or religion, if any.
- c) **Commercial Activities.**
 - 1) No activity may be conducted on the premise that encourages the violation of the laws of the United States, this State, this County, or the City.
 - 2) No commercial activity may be conducted upon the premises unless the entity performing such activity is in compliance with all applicable federal, state, and local laws and regulations.

3) **Rental Conditions**

- a) The Park may be rented to any individual, group or other entity for a lawful purpose not infringing on the rights, privileges or property of others; however, the City retains the right to decline rental to any such entity if, in the judgment of the City, rental of the Park will not be in the best interests of the citizens of Lovejoy, will be likely to result in a breach of the peace, or pose a threat or hazard to the peaceful enjoyment of the Park by the citizens of the City.
- b) The receipt and approval of an application for rental of the Park shall not impose upon the City any liability if, for any reason other than reasons totally in control of the City, the Park is not available for the rental period. The City shall not be liable to the Applicant beyond refund of the amount deposited and shall not be liable to any other person or persons. The rental deposit must be paid upon completing the rental event application.
- c) The safety of persons attending any function at the Park is the responsibility of the Applicant. In order to promote safety, traffic control and protect the health and property of the City and its citizens, the City requires the Applicant to retain the services of Lovejoy Police. Police are required to be retained for the entire time of the event.
- d) There shall be no firearms, objects designed or modified for use as an offensive or defensive weapon, or knife other than that used for food preparation and service upon the property of the Park.
- e) There shall be no flammable substances, incendiaries, fog machines, fireworks, explosives or pyrotechnics of any type in the Park or on the premises.

4) **Conditions of Premises**

a) Conditions of Premises upon rental

- a. Acceptance of premises by Applicant assumes inspection and that premises is acceptable for the purposes rented.
- b. City will not provide additional equipment, furnishing, decorations, etc., and all such must be provided by the Applicant and removed at the end of the rental period.

b) Maintenance of Park by Applicant

- a. Applicant and/or his or her guests or agents are prohibited from attaching materials to the walls or other structural components of the Park or furnishings that will cause holes, stains, discolorations or other damage.
- b. Rental Applicant will be responsible to the City for all damage to the Park occurring during the rental period other than normal wear.

c) Condition of Premises at End of rental period

- a. Applicant will remove all trash, refuse, decorations, food stuffs at the end of the event and before vacation of premises and place said refuse in approved containers, furnished by the Park.
- b. Applicant will assure that all guests have left the premises by the end of the rental period. The Applicant will assure that the Park is vacated and cleaned, ready to be secured by City Personnel at the end of the rental period.
- c. If the City is required to repair damage to the Park or replace furnishings and/or equipment upon the premises, beyond that reasonable from normal usage, to remove refuse after a rental period, the Applicant shall be responsible for the actual expenses to the City. The amount may be deducted from the security deposit and, if in excess of that, the City may pursue legal action against the Applicant.

5) **Rental Costs / Deposits.**

- a. The City may rent the premises by the hour, half-day, evening, day or combination thereof, and will establish rates for rental of each period.
- b. A security deposit shall be required. The security deposit shall be paid in the form of a money order or certified funds by the close of the business day after the rental application is submitted.
- c. The rental fee shall be paid to the City no less than 14 calendar days prior to the rental event date. The rental fee shall be paid in money order or certified funds only.
- d. The City may require the Applicant to pre-pay for the employment of police officers to be present during the rental period and a period before and thereafter, depending upon the nature of the use of the premises, the number of guests, and issues involving traffic control. If such officers are required, the City shall retain the officers and an additional fee will be assessed. This fee must be paid in full at least one week prior to event.

6) **Conduct of guests during rental period.**

- a. No alcoholic beverage(s) shall be permitted on the premises.
- b. No alcoholic beverage may be served to any person who is visibly intoxicated.
- c. No person shall be present at the premises in an intoxicated state, such intoxication being made apparent by loud, boisterous or disruptive behavior.
- d. No controlled substance, marijuana, or other prohibited drug will be permitted upon the premises. Lawfully prescribed, lawfully possessed medications are permitted.

- e. No guest shall engage in boisterous conduct that interferes with the conduct of the proceedings at the premises, shall block or inhibit ingress and egress to and/or from the premises, shall violate the laws of the State or City, or shall otherwise engage in any conduct detrimental to the event at the premises.
- f. No guest shall possess any firearm, any knife with a blade in excess of three inches unless said knife is used in the preparation of serving of food, nor shall any guest possess any device designed or modified for use as a weapon while at the premises.
- g. No guest shall participate in any conduct involving nudity or partial nudity while at the premises.
- h. No guest shall play, display or otherwise disseminate any material containing nudity or partial nudity, nor shall any guest cause the dissemination of any motion picture rated "R" to persons under the age of 18 at the premises.
- i. The Applicant shall be the person primarily responsible for the conduct of guests upon the premises. The Applicant shall have the right to exclude persons from the premises during the event, except for City personnel, unless otherwise prohibited by law.
- j. There shall be no gambling, gaming, or other such activities upon the premises unless they are in full compliance with the local and state laws.

7) **Advertisements, Announcements**

Any and all posters, announcements and advertisements relating to the event shall be submitted to the City for approval before dissemination or publication.

The Applicant must agree to the following terms:

- A minimum of one City of Lovejoy Police officer must be utilized for all event held at Green Park.
- Cost of each officer is \$35.00 per hour and all fees must be paid within 14 days of the event date.
- All remaining fees must be paid within 14 days of the event date.
- All fees must be paid with Money Order or Certified Funds.

There is a **\$50 cancellation fee** for any reason after the event is booked. Remaining deposit fees can be refunded if event is cancelled within 14 days of the event date. After the 14th day, all deposit fees will be forfeited. Applicant can choose to reschedule event or carry deposit fees over to new dates.

Facility is expected to be cleaned and ready to be locked up at the at the stated end time.

If facility is not clean to the satisfaction of the Lovejoy City Official or is not ready to be vacated at the stated end time, a charge incurred for each additional hour plus any cost of police will be charged.

I _____ the undersigned, have read and understood the terms of this contract and agree with it.

Signed _____ Date _____