



## Douglasville Parks and Recreation MASTER RENTAL AGREEMENT

This Agreement made and entered into on between the renter and the City of Douglasville.

It is for the Renter's rental of an indoor space or outdoor space, the City's Parks & Recreation facilities and park space, and more specifically identified on the Rental Fee Agreement incorporated herein. For and in consideration of the mutual covenants contained herein, the parties hereto agree as follows

1. Renter is renting the rental space for its exclusive use, for that portion of time described on the Rental Fee Attachment.
2. Renter is authorized to use the rental space for purposes of meetings, presentations, social gatherings, and for like purposes. Use of the rental space for purposes inconsistent with this paragraph is prohibited. Renter's use of the rental space shall always comply with applicable limits on capacity and noise, applicable fire and building codes, health department regulations, and all local, state, and federal requirements. Renter shall not produce amplified sound, music, or other noise at excessive levels or at levels, which interfere with concurrent use of City property by other users.
3. No later than 7 days prior to the Rental Event, Renter shall supply to the City a copy of the current food service permit for any caterer Renter will use; if Renter provides food or beverages at the Rental Event without catering, Renter assumes liability for any injuries resulting from consumption, and holds harmless the Douglas County Board of Health.
4. Rental Age Requirement: For all Rental Events, the renter must be a minimum age of 21 years old. Renters are responsible for their guests and chaperoning all youth.
5. Security: Renters must show proof of securing one off-duty City of Douglasville Police Officer for all events ending after the park officially closes at 9:00pm. Proof of security must be provided at the time of their final payment for their event. Security must be present a minimum of (4) hours until all guests and renter leave the park premises. These rentals require a 45 day prior notice for booking.
6. No Weapons: Guests and renters are strictly prohibited from bringing or carrying any weapons into the rental property. For the purposes of this rule, a "weapon" includes, but is not limited to, any folding knife with a blade longer than two inches

7. Maximum Guest Limit: Renter shall be responsible to enforce the maximum limit on guests shown in the Rental Agreement; upon any breach of the guest limit, the City representative may terminate the Rental Event without notice and without refund or refuse entry to any guests attempting to enter the rental space for the Rental Event.

8. Reoccurring rentals must submit additional forms and complete the multiple rental form.

9. Community Event Application: For events where the public is targeted, a Community Event Permit must be completed, and all fees and necessary paperwork are due with the advanced deposit.

10. Rental Revenue Application: For events where admission, parking fee, vendor fee or program fee, the renter must complete the Rental Revenue Permit and all fees and necessary paperwork are due with the advanced deposit.

11. Termination of Agreement: The City may terminate this Agreement at any time without penalty by giving written notice to the Renter at least sixty (60) days in advance of the Rental Event. The Renter may cancel this Agreement without penalty and receive a full refund by giving written notice to the City: (a) at least sixty (60) days in advance of the scheduled Rental Event. Rescheduling of any Rental Event, at the request of the Renter may be permitted in the sole discretion of the City. Unauthorized cancellation shall result in the Renter's forfeiture of the prepaid one-half of the Total Contract Fee. Renter's damages for cancellation by the City within sixty days of the Rental Event shall be limited to refund of all sums paid for such rental to the City; all other damages, including but not limited to consequential damages and damages for "cover" are hereby waived by the Renter.

12. The Renter shall return the rental space to the City clean and in good order, except for normal wear and tear. The actual cost of any damage or extraordinary cleaning shall be paid for by the Renter within ten (10) days after the Rental Event, along with a fee for any consequential damages, and the City may withhold all or any portion of the Damage and Cleaning Deposit for this purpose. Any refund of the Damage and Cleaning Deposit shall be paid to the renter within fourteen (14) business days after the rental event in the form of a check. This will be sent to the address the renter has on file for contact or picked up, by the renter, at a parks and recreation facility.

13. Renter shall not bring any audio-visual equipment into the rental space without the prior consent of the City.

14. Renter Responsibility: Renter shall have use of the rental space on the times and days indicated on the Rental Fee Agreement. The Renter shall clean the rental space and remove all of Renter's articles and merchandise prior to the end of the rental time. If the Renter holds the space past the rental time, Renter shall pay the City a prorated hourly fee based on the City's standard rental rates, plus any consequential damages but not less than the rental rate for an additional half-day; the City retains the right to disallow any holding over and to dispossess the Renter at the end of the rental time.

15. No Alcohol: Renter shall not allow consumption of alcoholic beverages in the rental space, or on park property.

16. Renter acknowledges that rental of the space does not include motor vehicle parking, and that the City has no obligation to provide or assure the availability of reserved or public parking. The City is not responsible for catering or security at any Rental Event.

17. The City is not responsible for damage or loss of any articles or merchandise kept or left in the rental space before, during or after the Rental Event. Consent by the City to allow placement or storage of any of Renter's articles or merchandise at the rental space shall not create a bailment.

18. Renter hereby assumes full responsibility for any claims for injury and loss to itself, its exhibitors, or guests, and for all equipment in the rental space due to the negligence or willful acts of the Renter, its employees, contractors, guest and permitees. Renter shall hold the City harmless for all injuries and losses except those due to gross negligence of the City