



## THE TOWN OF SHARPSBURG PAVILLION AND GAZEBO RENTAL AGREEMENT

This Pavillion and Gazebo Rental Agreement includes the use of the outside restrooms. We hope that you enjoy your event experience.

We strive to have a few requirements in place in order to enhance not only your experience but for all who use our facility.

The following activities are not allowed when requesting the use of the pavillion:

1. Bouncy Houses (due to liability)
2. Horse Riding/livestock (animal waste and liability)
3. No fireworks or sparklers allowed (due to potential fire/liability)
4. No open flames (other than cake candles)
5. No placing stakes on the grassy area.
6. No nails, command hooks or other adhesives/fixers that can cause permanent damage.
7. No glitter or confetti is allowed. If there is any of the aforementioned found, there will be an automatic \$150.00 withdrawal from deposit.

### **The responsible party must initial understanding and accept of all items listed:**

1. All activity in the Pavillion must cease no later than midnight, at which time the Renter must clean the Park to its pre-rental condition. Any function exceeding the reserved times will result in the Renter being charged an additional Fifty(\$50.00) Dollars for each full/partial hour. \_\_\_\_\_
2. **DO NOT REMOVE THE KEYS FROM THE LOCKBOX AND TAKE THEM HOME WITH YOU. THIS WILL RESULT IN \$100 TAKEN OUT OF YOUR DEPOSIT. Cleanup and breakdown time shall be included in the rental time** \_\_\_\_\_
3. Clean up shall include cleaning any spills, disposing of trash, mopping and sweeping the floors. \_\_\_\_\_
4. **Smoking is allowed ONLY in designated in the designated area ONLY.** Renter will be responsible to assure that all tobacco products/cigarette butts **MUST** be picked up. **Controlled substances are not permitted on any Town property, including (but not limited to) parking lots, playground or open green spaces. Any individual who does not adhere to this policy will be subject to sanctions and legal actions. The responsible party/group may face the same sanctions, even if unaware of the situation.** \_\_\_\_\_
5. If food is served, all food items including containers must be removed from the Pavillion/Gazebo. All discarded items must be placed in garbage bags and placed in the dumpster outside in the rear parking lot. **DO NOT** put garbage bags in Recycle bins, This could result in a \$50.00 fine. Please use the recycle containers for cans **AFTER** they have been rinsed. **OPEN FLAME Cookers and/or grills are NOT permitted under the Pavillion.** \_\_\_\_\_
6. **NO WEAPONS** of any kind or type are permitted on the premises. \_\_\_\_\_

8. If you bring any pets (dogs) you are responsible to clean up and dispose waste properly. \_\_\_\_\_
9. **NO GAMBLING, NO DRUGS AND NO ILLEGAL ACTIVITIES** of any kind is permitted. In the event the police, sheriff, or other law enforcement are contacted for any reason by which the Renter is responsible, the Community Center shall be immediately vacated and the Renter shall forfeit the Security Deposit. \_\_\_\_\_
10. **The responsible party will assume all responsibility for the conduct of all guests including parking, littering and noise ordinance compliance. Participants are NOT allowed to engage in any hazardous activities. Any expense (s) incurred by the Town because of violations of this agreement and applicable. Town ordinances will be charged to and paid by the Renter.**  
\_\_\_\_\_
11. **Children must be always supervised, outside in the park and playground areas. Adult supervision of minors is always required. In Georgia those seventeen (17) years of age or younger are considered minors.** \_\_\_\_\_
12. **The Renter is responsible for any damage, to structure or tables and also including stake marks on the grass and any graffiti in the bathrooms, tables, floors/concrete In the Pavillion and the Gazebo.** \_\_\_\_\_
13. **The responsible part/group will indemnify and hold the Town harmless with respect to any claims, losses, damages, costs, expenses (including legal fees), or injuries caused by any way resulting from activities of The responsible party/group, it's agents and employees, on said property or otherwise pursuant to this agreement, and the responsible party/group will at its own cost and expense, (including legal fees) defend the Town against any claims, suits. Or causes of action brought by anyone with respect to any of the aforesaid.**\_\_\_\_\_
14. Refund policy: **NO refund** will be given due to weather other than tornado watch/warning. Any notices less than Fourteen (14) days, will not be entitled to any refund. \_\_\_\_\_
15. The deposit will be **automatically non refundable (500.00/1000.00)** if any graffiti is found on the premises.  
**PLEASE take pictures of tables, wooden uprights, trash bins and bathrooms before you leave.** \_\_\_\_\_
16. **The Town reserves the right to refuse the rental/use of the Pavillion/Gazebo to any individual or group that Has, on a previous occasion, failed to comply with any of terms and/or conditions set forth in the Rental Agreement or the Rules and Regulations.** \_\_\_\_\_

I have fully and understand the Rental Contract and the Rules of Regulations attached thereto. As the Renter, I acknowledge that I am solely responsible to the Town for any injury or damage that results from failure of myself, or others present to adhere to the terms and conditions of the Rental Agreement and the Rules and Regulations, and I understand that non-compliance may lead to the forfeit of the Security Deposit.

Further, by executing below I agree to indemnify and hold harmless the Town of Sharpsburg, its Town Council and all the Town's employees and agents from any claims, including damages, judgement and/or attorneys fees, brought by the under-signed, and invitee or any third party resulting from injuries occurring within or about the Community Center premises which are not solely caused by the intentional or wrongful conduct or grossly, negligent conduct of the Town.

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Printed Name of Renter

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Signature of Renter

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Date

**RENTAL FEES:**

**COMMUNITY CENTER RENTAL RATES:**

**STALEY PARK RENTAL RATES:**

Up to Six (6) Hours: \$200; With Alcohol:\$250

Park Only: \$400; With Alcohol \$550

All Day (10 a.m. to midnight) :\$550; With Alcohol: \$650

Rent with Community Center:\$225: With Alcohol: \$350

**ALL DEPOSITS ARE \$500 WITHOUT ALCOHOL OR \$1000 WITH ALCOHOL**

All Deposits are refundable in full if facilities is returned according to Checklist

The Town of Sharpsburg reserves the right to withhold a minimum of \$175.00 or all of the deposit for cleaning or repairs.

Withholding of a portion or all of the deposit is made at the discretion of the Town Administrator or his/her designee.

All checks need to be made payable to :TOWN OF SHARPSBURG. A \$30 fee for all returned checks. Credit cards accepted including Discover, Visa and Mastercard. The cardholder will agree to 4.0% convenience fee for using a credit card. All Rates subject to change without notice.