

## CITY OF SUWANEE PAVILION USAGE POLICIES

Please read the policies listed below. By signing, Renter agrees to all of the following:

1. The contracted rental time must include time necessary for all set-up, the event and clean-up prior to and after the rental. Set-up includes decorating and arranging the picnic tables. (See #19 for detailed list of clean-up duties.
2. The person who signs this contract must be at least 21 years of age, will be held responsible for the rental and must be present at the facility from the start time to the ending time listed on the contract. The person signing the contract must show proof of residence in the City of Suwanee or the Non-Resident fee will be charged.
3. All fees are due at the time of booking. Fees will be accepted in the form of **exact cash, money order, or personal check** No out-of-state or counter checks will be accepted. Checks should be made **payable to City of Suwanee.**
4. **Damage Deposits must be paid in addition to all other fees.** Renter will be liable for all damages that occur during the contracted rental period. The deposit will be refunded within 2 weeks following your event except under the following circumstances:
  - a) There is **damage to the facility**, furnishings, or grounds of the pavilion. Renter shall be held liable for all damages that occur during the contracted rental period. Renter will be billed for all damages incurred during the contracted rental period. Renter will be billed for damages in excess of the damage deposit.
  - b) The pavilion is not left in a clean condition at the conclusion of the rental period. (See Rule #19)
  - c) Any rental guest or invitee displays **improper conduct** as determined by the Park Attendant. Improper conduct shall include, but not be limited to, apparent intoxication, abusive or threatening language, physical violence and lewd behavior.
  - d) Violation of any city, county, state or federal law while using the facility.
  - e) If any part of the contract is falsified or misrepresented. Going past the scheduled rental time, having a larger group than stated on the contract, arriving earlier and setting up the event prior to the start time on the contract, leaving items – i.e. balloons on the ceiling or signs in the park.
5. Renting the pavilion includes the exclusive use of the pavilion, lights, electricity, picnic tables under the pavilion and grills if located in the pavilion area. This does not include the general area surrounding the pavilion, parking lots, or playground.
6. Additional fees will be assessed to renters who begin earlier than the contracted times. In the event the contracted rental hours are exceeded in part or whole, the Renter (person who signed the contract) will be billed by City at the established hourly rental rate.
7. City of Suwanee 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 (See Rule #4c above).
8. In the event the contract date or times need to be **rescheduled or extended** or the **date, times or number of guests needs to be changed**, you must notify City Hall immediately to see if it is feasible. If City Hall is not notified at least **5 working days** prior to the rental, any requests or changes may not be honored. Once the fee has been paid, if a change occurs that results in a decrease in the fee, no refund will be issued for the difference. **A Rescheduling Fee of \$25 will be charged in order to reschedule your rental for a later date.**

## Pavilion Usage Policies – City of Suwanee

### 9. CANCELLATION/REFUND POLICY:

- a) Refunds for event cancellation will be issued according to the following schedule:

| CANCELLATION   | REFUND   |
|--|--|
| Received in writing (email or fax) 30 days or more prior to rental date. | 100% Rental Fee ( <b>Less \$25 Processing Fee</b> )<br>100% Damage Deposit |
| Received in writing (email or fax) 29-15 days prior to rental date.      | 50% Rental Fee<br>100% Damage Deposit                                      |
| Received in writing (email or fax) 14-8 days prior to rental date.       | 25% Rental Fee<br>100% Damage Deposit                                      |
| Received in writing (email or fax) 7 days or less prior to rental date.  | 0% Rental Fee<br>100% Damage Deposit                                       |

### 10. EMERGENCY CANCELLATION POLICY

- a) A **two (2) hour** prior notice is required for cancellation for any **emergency** reason – **inclement weather or family emergency**. The renter must call the Public Works Supervisor at 678-488-0439. If there is no answer, a message must be left with time and details of the cancellation. If this is not followed then the renter will forfeit all fees and the option of a rain check. **In the case of inclement weather, we do not assume your rental will be cancelled. You must call City Hall at 770-945-8996, Monday through Friday, 8:00am – 5:00pm. After hours and weekends, call Police dispatch at 770-945-8995.**
- b) **NO REFUNDS WILL BE ISSUED DUE TO INCLEMENT WEATHER OR “DAY-OF” CANCELLATIONS.** (See refund schedule above). If emergency cancellation call is made 2 hours prior to the rental, you will be allowed to reschedule the rental at a later date by rain check. This rain check will be issued by City Hall (if emergency cancellation criteria have been met) and will be good for a year from the original rental date. **A Rescheduling Fee of \$25 will be charged in order to reschedule your rental.**

11. A **Public Works representative will meet the renter 30 minutes prior to the beginning of the rented time. The Public Works representative will go over ground rules and provide trash bags. The**

**Public Works representative is responsible for the following:**

- a) Ensuring that the pavilion is clean prior to your rental start time.
- b) Cleaning the restrooms and keeping them stocked with supplies throughout the rental.
- c) Keeping people out of the pavilion not associated with your group.
- e) Monitoring the rental to ensure the rules are followed.
- f) Being available if problems arise with the facility.

**If the Park Attendant is not available, you may contact the Suwanee Police Department at 770-945-8995.**

12. All fires must be contained in grills. Therefore, no deep fryers are allowed. City Hall must approve any additional grills being brought into the park and will designate an area where the grill may be placed.

13. **The use of alcoholic beverages is prohibited at all City of Suwanee facilities unless the Mayor and City Council take formal action to allow and approve alcohol by issuance of special permit.**

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14. Rental events for a minor (i.e. teen parties, graduations, etc) must have adult supervision. A ratio of 1 adult per 10 minors is required. A police officer may also be required to be at the event. (See City Staff #17) A minor is defined as any person under the age of 18 years old.
15. All persons shall abide by Park rules. See Appendix B.
16. **DECORATING:** must be included as part of your rental time and adhere to the following:
  - a) The use of nails, tacks, staples, putty substances or duct tape is not permitted to attach materials to any part of the facility. These products tend to leave a lasting negative impact on the facility.
  - b) Masking tape or scotch tape **ONLY** is permitted for decorating purposes as long as it is completely removed after the event.
  - c) The use of helium balloons is allowed as long as they are disposed of properly after the event. This includes removing them from the ceiling, signs in the park, etc. Because it is a hazard to the environment, balloon releases are not allowed.
  - d) Failure to remove decorations from the facility or signs in the park may result in loss in part or whole of your deposit.
  - e) Only drip-less candles are allowed subject to approval of City Staff and must be extinguished immediately following the event. All candles must be contained in a hurricane globe or votive. (Appendix A)
17. **CITY STAFF:** The City of Suwanee reserves the right to determine necessary staff requirements. Support of City staff (i.e. Police-security and traffic or Public Works-clean up and set up) beyond their normal daily routines may be obtained by noting a request for assistance on application. Additional costs beyond the permit fee and damage deposit will be quoted based on estimated hours of service and availability; however, applicant will be responsible for actual hours of service required. If there is no request noted on application, event organizer will be responsible for obtaining necessary staff, as approved by City, to ensure proper event management and abiding by all Park policies and guidelines.
18. **SPECIAL ACTIVITIES:** Use of commercial recreation vendors, caterers and other resources for special event activities are not allowed in the Pavilion Rental.
19. **CLEAN UP:** Must be included in your rental time. The Public Works representative will provide the renter with extra trash bags at the onset of the rental. Failure to clean up may result in the loss of your damage deposit. (For large groups please allow a minimum of 1 hour for the clean up process.) Clean up includes the following:

**The renter is responsible for the following:**

  - a) All decorations must be removed from picnic tables, columns, light fixtures and rafters including streamers, balloons and all tape and marks from its use on any part of the facility.
  - b) All garbage bags must be closed and placed neatly around the trash can provided.
  - c) New can liners provided by City of Suwanee, must be placed in all trashcans around the pavilion at the conclusion of the rental.
  - d) All garbage and cigarette butts picked up and removed from around the pavilion.
  - e) All decorations outside the pavilion must be removed including directional signs to the facility.
20. **FOOD SERVICE:** Approved Pavilion rental includes use of Park grills as specified on permit. An approval must be obtained in order to bring in additional grills. No other cooking equipment required for onsite food preparation is allowed (i.e. smokers, deep fryers, etc.). However, prepared foods may be purchased and brought in.
21. **It is unlawful for any person to sell or offer for sale merchandise for profit on City of Suwanee grounds without express written permission from the City. Non Profit groups must submit in writing and have prior approval to rent a facility for fundraising activities.**

Indemnification. Renter shall indemnify and hold harmless the City of Suwanee, its agents, employees, and public officials from and against any and all claims, damages, losses and liabilities whatsoever their nature, cause of origin, and whether or not attributable to the negligence of Renter, its agents, contracts or employees or to the use or occupancy of the Designated Facility or any other portion of the City of Suwanee by Renter, its agents, employees and invitee.

Suitability. Renter acknowledges and agrees that Renter is encouraged to examine and inspect City of Suwanee Rental Facility to assess its condition, suitability and fitness for Renter's permitted use. Accordingly, Renter acknowledges and agrees that CITY OF SUWANEE 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 CITY OF SUWANEE 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-IS" 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 Building Usage and verify to the best of my knowledge that all information on this contract is correct. As the Renter, I understand that failure to comply with the above stated rules could result in the loss of my security and damage deposit. I understand that any City of Suwanee Staff or the Park Attendant 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 Suwanee.**

Renter's Signature \_\_\_\_\_ Date \_\_\_\_\_

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|--|
| Facility Reserved: _____ Pavilion _____ Date: _____ Time: _____                        |
| Today's Date: _____  |
| Fee: \$ _____ Rental Fee (Check or Cash)      \$ 100.00 Damage Deposit (Check or Cash) |

**PLEASE NOTE THAT THIS IS NOT A CONTRACT BUT MERELY RULES AND INFORMATION BEING SENT TO YOU PRIOR TO PAYMENT OF THE RENTAL AND SIGNING THE CONTRACT. NO RENTAL IS TOTALLY RESERVED UNLESS YOU HAVE A COPY OF THE SIGNED CONTRACT AND A PAID RECEIPT.**