

Gary Pirkle Park Policies and Procedures

Renter agrees to all of the following:

1. The usage of the facilities must occur within the contracted rental hours.
2. The Renter agrees to abide by the regulations for the facility as provided by the Sugar Hill City Manager 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 Sugar Hill City Manager.
3. The Renter agrees that no persons shall be denied participation in any park or programs based upon race, color, national origin, religious background, sex, or age and that The Renter shall be in compliance with those aspects of the Americans with Disabilities Act.
4. The Renter shall conduct their youth activities in said facility with sufficient adult supervision for all scheduled activities while any participating children are still present.
5. 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 Sugar Hill City Manager.
6. The Renter is responsible for the actions and conduct of all spectators, parents, coaches and participants attending The Renter's scheduled event.
7. The Renter has no rights of assignment of the agreement. Absolutely NO money exchanged at any city facility by renter!
8. A \$250 fee will be charged for leaving the bathrooms and concession stand unlocked.
9. Concession and restrooms used by authorized personnel only with adult supervision at all times. Appropriate post use cleaning is required.
10. **FEE SCHEDULE:**
Synthetic Field - \$50 per hour per field without light usage; \$75 per hour per field with light usage.
Natural Grass Field - \$25 per hour per field without light usage; \$50 per hour per field with light usage.
Seasonal League agreements negotiated individually.
Individual agreements will be made for events that accept entry fees at the gate.
Pavilion - \$75 for daily use
Deposit - \$100 refundable with no damages or violation of any rules.
11. **PAYMENT:**
 - (a). One hundred percent (100%) of the Rental Fee and Deposit is required at the signing of this Rental Contract.
 - (b). All checks should be made payable to City of Sugar Hill.
 - (c). VISA and MasterCard accepted.
12. **CANCELLATION** – a notice of cancellation must be received no later than five (5) working days prior to the event to receive a partial refund. If not, renter forfeits all rental and attendant fees.
 - (a). Family Emergencies: A two (2) hour prior notice is required for cancellation due to family emergencies by calling 770-831-7413. If a message is not received, renter forfeits all attendant and rental fees.
 - (b). In the case of inclement weather, rain check will be issued to those who have notified the office either before or during the scheduled rental time. Rain checks must be used within a year from the date of the rental. – **NO REFUNDS WILL BE ISSUED DUE TO INCLEMENT WEATHER.**
13. **REFUNDS** – All rentals have a non-refundable processing fee of \$25 which will be deducted from the \$100 deposit. This processing fee will be automatically deducted from any refund issued. 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 Darcee Shafer, Recreation Manager, dshafer@cityofsugarhill.com, City of Sugar Hill, 4988 West Broad Street, Sugar Hill, GA 30518.
14. **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.
15. The person who signs this contract will be held responsible for the rental and must be present from start time to ending time.
16. If present, any Sugar Hill 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).
17. **Set up/Take down/Clean up is the responsibility of the renter – not the attendant.** This must occur within the contracted rental hours and includes all of the following:
 - (a). **ALL GARBAGE** must be removed from and disposed of by the renter. If you fail to take your trash to the dumpster located within the parking lot, you may lose of your deposit.
 - (b). The field and parking area must be left clean and free of food, trash and paper.
18. Smoking and alcoholic beverages are prohibited along with any use of tacks, nails, staples, etc on any property in Gary Pirkle Park.
19. Rental events for Youth activities must have adult supervision.
20. No person shall bring any unauthorized equipment (i.e. bicycles, skateboards, roller blades, cleats, etc.) onto the fields.
21. The Renter, Hereby agrees to indemnify and hold harmless the City of Sugar Hill, 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 Sugar Hill acting within the scope of their employment.
22. Due to safety concerns, stains and clean-up problems, throwing confetti is NOT allowed
Suitability. Renter acknowledges and agrees that Renter is encouraged to examine and inspect Sugar Hill Rental 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 SUGAR HILL PARKS AND RECREATION DEPARTMENT 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 Facility 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 any refund and/or my security and damage deposit. 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 Sugar Hill.

Renter's Signature

Date