

PARK RENTAL AGREEMENT

The Decatur Parks and Recreation Department may cancel or deny the use agreement of any person or group when it is determined by the City Council, the Decatur Parks and Recreation Department or their authorized designee that the proposed use of the park or facility will not be in the best interest of the City. Park user(s) not abiding by the rules and regulations contained herein may be suspended from use of the park or facility and all fees and deposits paid, forfeited. Future use of city parks and facilities may also be denied. **REFUNDS AND CREDITS: PARK RENTAL FEES NON-REFUNDABLE** except for cancellations due to inclement weather. Such conditions include rain, fog, snow, wind, or temperatures below 40 degrees Fahrenheit.

USE OF SPECIAL ATTRACTIONS: Persons planning to have a special attraction at their event are required to notify the Decatur Parks and Recreation Department before the event and include such information on their rental application. Activities that create loud or distracting noises are not permitted. Bounce tents and other such inflatable attractions are not allowed on the actual athletic fields. Such devices are restricted to the parking lot and may not be placed on the turf. Violators may be fined for damage to landscaping, sprinklers and/or turf. For special attractions, the renting party must provide the City with a Certificate of Insurance and endorsement of insurance with limits of bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00), with the City of Decatur named as additionally insured, a minimum of seven (7) business days prior to the event.

RESPONSIBILITY FOR DAMAGES TO THE FACILITY AND EQUIPMENT: The use of nails, staples, screws, etc. on park walls, lights or other facilities is not permitted. If the facility or any equipment is damaged, marred or defaced by the act, default or negligence of the renting party, his/her employee or employees, patrons, guests or any person(s) admitted to the event by the renting party, the renting party will pay to the City from the damage deposit to restore the facility or equipment to its condition prior to such damage. Should charges exceed the amount of deposit, the renting party shall be billed for the difference and allowed thirty (30) calendar days in which to make payment.

TERMS OF THE RENTAL: Permits and Fees are immediately revocable and non-refundable if any individual or group willfully violates the City of Decatur Municipal Code, Park Rules and Regulations, and Park Rental Policy. The renting party, his/her employee or employees, patrons, guests or any person(s) admitted to the event by the renting party, is required to comply with the Decatur Municipal Code governing use of parks.

1. **PROHIBITED:** Alcohol, amplified sound, archery, camping or lodging, damaging or defacing property, weapons, fireworks and rockets, golfing, littering, motor driven model airplanes, fund raising, distribution of flyers, erecting of signs or banners, bicycles, skateboards, scooters, skates, glass containers, or coolers (Wilson Morgan Park only).
2. No person shall make excessive noise by use of amplified sound equipment or other means.
3. Animals must be restrained on a leash not to exceed six (6) feet in length. Persons having charge of an animal are responsible for debris or contaminants caused by such animal. No animals will be permitted within fenced areas with the exception of service animals.
4. No person shall engage in any disorderly conduct or behavior tending to breach of the peace and interfering with the enjoyment of other persons in the park.
5. No person shall make or kindle a fire, except in places designated. A person starting a fire in the authorized place is responsible for assuring that the fire is thoroughly extinguished.
6. Driving on any area of the park other than designated roadways and parking lots is strictly prohibited.
7. Permits are required to rent City parks and facilities. No person or group shall locate attractions on city property without obtaining a city issued permit.
8. No person shall vend any food, merchandise, or product in any park without express written permission of the Decatur Parks and Recreation Department. All approved vendors will be charged a \$100 per event vendor fee. We reserve the right to have our concession stands as the only food vendor for any event.
9. All decorations including location and method of installation must be approved by the Decatur Parks and Recreation Department.
10. **CLEAN UP:** It is the responsibility of the renting party to clean up decorations, garbage and debris from their event. In the event that excessive debris is left after the rental, a fee will be deducted from the security deposit at a rate of no less than the City's direct cost as identified in the applicable fee schedule. The Decatur Parks and Recreation Director shall make the final decision whether security deposit will be returned. Security deposits made by check or cash will be refunded by check and sent via US Mail in approximately 3-6 weeks.

I hereby certify that I have read and agree to abide by the rules and regulations set forth by the City of Decatur Municipal Code, Facility Rules and Regulations, and Park Rental Policy and understand that failure to comply may result in the non-refundable cancellation of use. I agree, as representative of the group or organization, to hold the City of Decatur (City) harmless, indemnify, and defend the City and all of its officers, employees, servants and agents from any claim, demand, damage, liability, loss, cost or expense, for any damage whatsoever, including but not limited to death or injury to any person and injury to any property, resulting from misconduct, negligent acts, or any of its officers, employees or agents in the performance of this agreement, except such damage as is caused by the sole negligence of the City or any of its officers, employees, servants or agents.

THE CITY OF DECATUR HAS THE AUTHORITY TO APPROVE APPLICATIONS. PARK RENTALS ARE NOT CONFIRMED UNTIL THE APPLICATION HAS BEEN APPROVED IN WRITING BY AUTHORIZED AGENTS OF THE CITY OF DECATUR. PERMITS ARE IMMEDIATELY REVOCABLE IF FALSE STATEMENTS WERE MADE WHEN RESERVING A FACILITY OR IF AN INDIVIDUAL OR GROUP WILLFULLY VIOLATES ANY CITY ORDINANCE, PARK RULES OR REGULATIONS. FEES WILL BE RETAINED IN THE EVENT THAT THE ACTIVITY IS TERMINATED DUE TO VIOLATION OF ANY CITY ORDINANCE, RULE OR REGULATION, OR THE FALSIFICATION OF THE APPLICATION.

Signature: _____

Date: _____