

ADDRESS:
P.O. Box 219
Eufaula, AL 36072



PHONE:
334-687-1213
334-687-0855 (fax)

Application for Park Use and Rental Agreement

Today's Date: _____ **Date of Requested Use:** _____

Will you charge admission or sell concessions/other items? YES / NO Any rental charging admission or selling items must be approved by the EP&R Board at least 30 days prior to the event.

Purpose of Requested Use: _____

Designated Person Responsible/Contact Person for Group:

Address: _____

Home Phone: _____ (Cell) Phone: _____

Email: _____

TENANT USERS LIABILITY INSURANCE POLICY

By signing the below agreement, the individual responsible for the rental or use of facilities or property owned by the City of Eufaula ("City") acknowledges that the City's commercial general liability insurance policy will only cover the City's interests and will only respond in the event of the negligence by City officials or negligence of maintenance of City property. This general liability insurance policy will not carry over to cover any personal claims against the participants utilizing the facilities.

Individuals utilizing the facilities or property owned by the City have the option of purchasing low cost general liability insurance commonly referred to as a TULIP policy or Tenant Users Liability Insurance Policy for protection against personal claims that may arise out of the rental or use of the City facilities. If interested in this additional coverage, participants should contact Young Johnston & Associates, Inc at 334-687-2496. Declination of this coverage does not absolve the participant from being responsible for any personal claims that arise out of the use of City facilities or property.

X _____
SIGNATURE OF RESPONSIBLE PARTY

X _____
DATE

Playground Picnic Shelter
(\$50.00 fee): _____

Beach Front Picnic Shelter
(\$50.00 fee): _____

First come first served if not rented! NO REFUNDS for rain-outs! NO ALCOHOL!!

TOTAL DUE: _____
Pmt Date: _____ **Pmt Amount:** \$ _____ **Method of Pmt:** _____ **Staff:** _____

Individuals or entities entering into a rental agreement with the Recreation Department for use of any facility (the "Renter") shall comply with and ensure all guests of the individual or entity comply with the rules and regulations governing community use and the conditions of use of the facility. If approved, one copy of the Application and Agreement will be retained at the Recreation Department office and one copy will be returned to the Renter, upon request. The Recreation Department reserves the right to have final approval on all activities or events scheduled at any of its facilities. The Recreation Department reserves the right to designate hours that the facilities are available for use and to remove any person or group failing to comply with rules of the facility or the conditions of its use.

It is understood that all persons taking part in the activity listed above do so at their own risk, that the undersigned individual, officer, designated party and/or organization shall be liable for all damages and that all parties to this agreement shall be subject to all the provisions of the rules and regulations governing community use of the Recreation Department facilities.

HOLD HARMLESS AGREEMENT/WAIVER OF CLAIM

In consideration of accepting this request, the Renter for itself, its officers, directors, agents, representatives, employees, members, visitors, guests, contractors, and subcontractors waives and releases any and all rights and claims for damages he/she/it may have against the City of Eufaula Public Parks and Recreation Board, The City of Eufaula and its representatives or assignees hereinafter referred to collectively as the "Recreation Department" for any and all injuries and loss of property suffered by Renter or his/her/its guests, members, invitees, officers, employees, representatives, or directors while using the requested facility unless such injury is caused by the gross negligence of the City of Eufaula or its employees or agents. The undersigned for itself and its officers, members, executors, agents and assigns further agrees to indemnify and hold harmless the Recreation Department from all damages, losses, lawsuits and expenses of any kind and nature including attorney's fees which arise out of the use of the facilities during the lease period.

CONDITIONS FOR USE:

- 1) **Renter shall be responsible for designating a responsible person(s) to supervise the rented area and all persons permitted to be in the rented area to adequately ensure compliance with this agreement.**
- 2) Renter shall provide competent adult supervision of any and all activities and guests of Renter. Recreation Department staff shall not be called upon to supervise activities or guests of Renter. Special supervision may be required as determined necessary by the Recreation Department.
- 3) Smoking and smokeless tobacco are prohibited in all City of Eufaula buildings.
- 4) Illegal or illicit drugs are not permitted in Recreation Department facilities or on Recreation Department property. All vehicles and individuals on City of Eufaula property are subject to drug searches.
- 5) **No alcoholic beverages of any kind are permitted on Recreation Department property, or in Recreation Department facilities. If the presence of alcohol is suspected, Renter agrees to allow Recreation Department staff members, and/or the Eufaula Police Department to search the property or any individual present. If alcohol is found, the event will be shut down and Renter will be asked to leave WITHOUT reimbursement.**
- 6) Installation of equipment, alteration of existing building or facilities, use of materials that affect the condition of floors, walls or other building parts may not be undertaken without specific approval from the Director of Parks and Recreation.
- 7) Groups or organizations using the facilities shall assume all responsibility for taxes or other fees in connection with their programs unless prior arrangements have been made with the Recreation Department.
- 8) **Any rental in which a cover/admission charge is involved, or the selling of items, must be approved by the Parks & Recreation Board and additional security may be required.**
- 9) Advertising or sales of merchandise and printed matter, except that incidental to the program, is forbidden on City of Eufaula grounds.
- 10) **City parks close at 10:00 p.m. and must be vacated by that time. Exceptions may be granted only with the prior approval of the Director of Parks and Recreation.**
- 11) **Rental fees shall be determined in advance and agreements are not transferable. A 10% handling fee will be charged for any cancellation. However, no refund will be given if cancellation is made within the 14 days prior to rental. No refunds for weather conditions.**
- 12) **A cleaning fee of \$15.00 per hour will be billed to the Renter if the rented area is not clean and left in the manner it was found.**
- 13) Fire and safety regulations shall be observed.
- 14) Violation of these rules and regulations shall restrict future facility use agreement. Rules and regulations for the facilities shall be enforced during the event as to any and all guests, members, invitees, or attendees of the Renter and any uncooperative person or persons conducting themselves in a disruptive manner will be removed from the premises immediately.

X _____
SIGNATURE OF RESPONSIBLE PARTY
Must be at least 19 years of age

X _____
DATE

(FOR PLAYGROUND AND BEACH FRONT PAVILION RENTALS ONLY)

BY INITIALING BELOW, I/WE ACCEPT THE FOLLOWING CONDITIONS:

- 1) ____ I UNDERSTAND IF I CANCEL MY RESERVATION WITHIN 14 DAYS OF MY RENTAL DATE, I WILL RECEIVE **ZERO REIMBURSEMENT** OF RENTAL FEES. IF I CANCEL MORE THAN 14 DAYS PRIOR TO MY RENTAL DATE, I WILL BE REFUNDED MY FEE, **MINUS A 10% HANDLING FEE.**

- 2) ____ I UNDERSTAND THE RENTED AREA MUST BE VACATED AND CLEANED UP BY THE FOLLOWING TIME: ____ AM/PM. IF I NEED TO ALTER MY RENTAL TIME, I AGREE TO GIVE THE RECREATION DEPARTMENT **AT LEAST 4 DAYS NOTICE** AS IT WILL ALSO DEPEND ON AVAILABILITY.

- 3) ____ I UNDERSTAND ALCOHOLIC BEVERAGES ARE NOT PERMITTED **UNDER ANY CIRCUMSTANCES** AT OLD CREEK TOWN PARK WHICH INCLUDES THE PLAYGROUND OF DREAMS AND BEACH FRONT PAVILION.

- 4) ____ I UNDERSTAND IF I PLAN TO HAVE ANYTHING CALLING FOR POWER STRONGER THAN 110, I WILL NEED TO PROVIDE MY OWN GENERATOR.

- 5) ____ I UNDERSTAND THE BEACH PAVILION HAS NO POWER AVAILABLE FOR USE, BUT I AM ABLE TO BRING MY OWN GENERATOR IF NEEDED.

- 6) ____ I UNDERSTAND THE BEACH PAVILION HAS NO GRILL AVAILABLE FOR USE, BUT I AM ABLE TO BRING MY OWN GRILL IF NEEDED.

- 7) ____ I UNDERSTAND THE BEACH PAVILION HAS NO WATER LINE ACCESS AT THE PAVILION. HOWEVER, THERE IS WATER AVAILABLE FOR USE IN THE BATHROOMS.

- 8) ____ I UNDERSTAND THERE WILL BE NO REFUND DUE TO WEATHER CONDITIONS.

- 9) ____ I UNDERSTAND THAT IF I CHOOSE TO HAVE ANY TYPE OF INFLATIBLE EQUIPMENT AT MY EVENT, IT MUST BE **PRE-APPROVED** BY THE EUFAULA COMMUNITY CENTER AND THE EQUIPMENT MUST BE RENTED THROUGH **MCCLENDON ENTERPRISES, LLC.**