



CITY OF CLARKSTON 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 Clarkston 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, credit card or money order.**
4. **Security Deposits must be paid in addition to all other fees at the time of booking.** Renter will be liable for all damages that occur during the contracted rental period. The security 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 City Staff. 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. **\$30.00 per hour for residents, and for non-residents.**

7. City of Clarkston 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 and if a change occurs that results in a decrease in the fee, no refund will be issued for the difference.

9. CANCELLATION/REFUND POLICY:

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

Cancellation	Refund
<i>Received in writing (email or fax) 30 days or more prior to the rental date</i>	<i>100% Rental Fee (Less \$25 processing fee) 100% Security Deposit</i>
<i>Received in writing (email or fax) 29-15 days or more prior to the rental date</i>	<i>50% Rental Fee / 100% Security Deposit</i>
<i>Received in writing (email or fax) 14-8 days or more prior to the rental date</i>	<i>25% Rental Fee / 100% Security Deposit</i>
<i>Received in writing (email or fax) 7 days or more prior to the rental date</i>	<i>0% Rental Fee / 100% Security Deposit</i>

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 Director at 404-886-0068. 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 404-296-6489, Monday through Friday, 8:00am – 5:00pm.**

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. Public Works representative is on call to ensure:

- Ensuring that the pavilion is clean prior to your rental start time.
- Cleaning the restrooms and keeping them stocked with supplies throughout the rental.
- Keeping people out of the pavilion not associated with your group.
- Monitoring the rental to ensure the rules are followed.
- Being available if problems arise with the facility.
- *If the Public Works Representative is not available, you may contact the Public Works Supervisor at 404-886-0068.*

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 Clarkston facilities unless the Mayor and City Council take formal action to allow and approve alcohol by issuance of special permit.

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.

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 Clarkston 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. Failure to clean up may result in the loss of your security 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) All trash must be bagged and placed in or around trashcans 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 Clarkston 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.

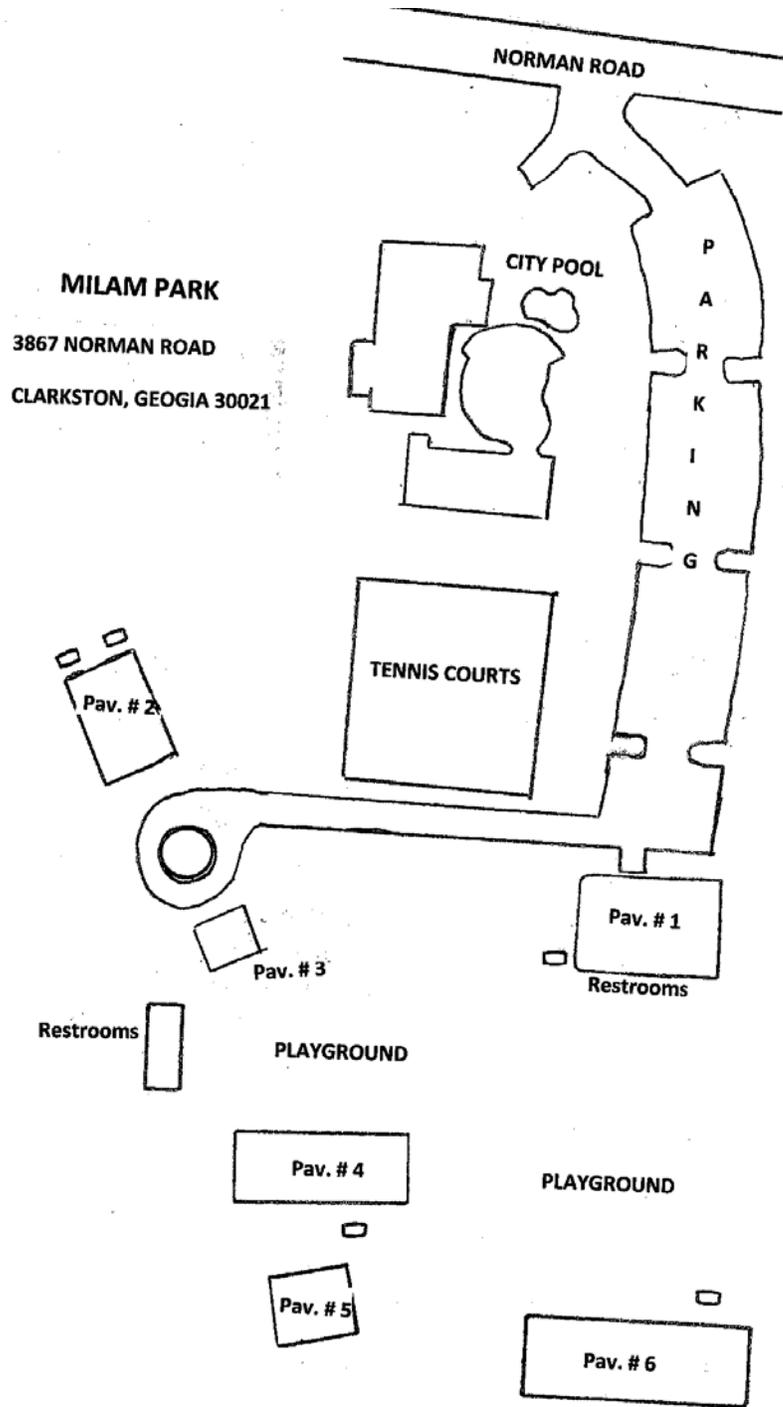
Indemnification. Renter shall indemnify and hold harmless the City of Clarkston, its agents, employees, and public officials from and against any and all claims, damages, losses and liabilities whatsoever their nature, cause of origin, and whether or not attributable to the negligence of Renter, its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

Suitability. Renter acknowledges and agrees that Renter is encouraged to examine and inspect City of Clarkston Rental Facility to assess its condition, suitability and fitness for Renter's permitted use. Accordingly, Renter acknowledges and agrees that CITY OF CLARKSTON 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 CLARKSTON 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 Clarkston 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 Clarkston.

Renter's Signature _____ Date _____

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.





where possibilities grow

MILAM PARK

3867 Norman Road

Clarkston, Georgia 30021

RESERVATION APPLICATION INSTRUCTIONS
FOR INDIVIDUAL, FAMILY & ORGANIZATION USE

Milam Park Pavilions (the “Park”) are available by reservation for use by City of Clarkston Residents, Non-Residents and Organizations on a first-come-first-served basis.

Reservation Application

1. To reserve use of one or all of the Pavilions of the Park, please complete the attached reservation application and return it along with the signed copy of the pavilion usage policy, rental fee and a refundable security deposit to the Receptionist at City Hall.
2. All reservation fees must be paid at the time of reservation in cash, by money order. Reservation fees are non-refundable.
3. A valid, current photo ID must be presented with the reservation application.
4. The person making the reservation must be in attendance for the duration of the function or event. Reservations for use of the Park may not be made by a third person.
5. The person making the reservation is responsible for the conduct of the persons using the Park and for all damages that may be incurred.
6. A refundable security deposit of \$50.00 (resident), \$75.00 (non-resident) will be required at the time of reservation and returned once approved by City Staff after inspection of the facilities
- 7. Pavilion Rentals are from 9am – 6pm. These Fees are for 4 hours only. An additional fee will be charged for each additional hour.**
- 8. Pavilion cannot exceed maximum capacity.**

Reservation Fees

Pavilion ID	Description	Capacity	Non-Resident Fee	Resident Fee
Pavilion 1	6 Tables (Electricity/Restrooms)	60 Persons	\$175.00 *\$45 per additional hr.	\$125.00 *\$35 per additional hr.
Pavilion 2 *	10 Tables	100 Persons	\$225.00 *50 per additional hr	\$150.00 *\$40 per additional hr.
Pavilion 3	2 Tables	20 Persons	\$75.00 *\$20 per additional hr.	\$50.00 *\$10 per additional hr.
Pavilion 4	6 Tables	60 persons	\$150.00 *\$40 per additional hr.	\$100.00 \$25 per additional hr.
Pavilion 5	2 Tables	20 Persons	\$75.00 *\$20 per additional hr.	\$50.00 *\$10 per additional hr.
Pavilion 6	4 Tables	40 Persons	\$125.00 *\$35 per additional hr.	\$75.00 *\$15 per additional hr.

Reservations for Large Groups

1. Groups of 51-75 participants must pay for uniformed security at a rate of \$30.00/hour
2. Groups of 76-125 participants must pay for at least two uniformed security officers at a rate of \$30.00/hour per officer. Groups of 126 -200 must pay for at least 3 uniformed security officers at a rate of \$30.00 hour per officer. Arrangements for security personnel will be made by City Hall following approval of the reservation application.

3. Fees for security personnel are payable at the time of the pavilion rental.
 - **Alcoholic beverages are prohibited within any City of Clarkston public park.**
 - All ball fields are leased to athletic associations. Permission for the use of any ball field must be obtained from The City of Clarkston prior to use of such ball field.
 - Reservations for pavilion use does not include use of the Tennis Courts or City Pool
- INCLEMENT WEATHER CANCELLATION POLICY** No refunds will be given for cancellations. You will be eligible to reschedule your event for up to one year from the original date of your event. Rescheduled dates are available on a first-come-first-served basis only.



Applicant's Name: _____ Contact Phone: _____

Type/Title of Event: _____ Email: _____

Address: _____

Date of Event: _____ Hours of Event: _____ Requested Pavilion(s): _____

No of Guests: _____ Security Personnel Required: _____ Refundable Deposit: _____

****GROUPS THAT GROSSLY EXCEED THEIR ESTIMATED NUMBER OF ATTENDEES MAY BE SUBJECT TO FORFEIT THEIR DEPOSIT AND MAY BE ASKED TO VACATE THE PAVILION AND MILAM PARK.**

By signing below, I understand and agree to the following terms of use:

- Rental fees are nonrefundable;
- Security deposits are due at time of reservation and dispersed after staff inspection of site;
- I must be present at the event during the entirety of my event;
- The Tennis Courts and the pool are not available as part of my reservation;
- I am responsible for any and all damages that may occur to the facilities during my event;
- **The number of people I have indicated above is the number allowed at my event;**
- **Alcoholic beverages are prohibited in Milam Park at all times;**
- I am responsible for payment for uniformed security personnel at the time of the pavilion rental.
- **No fires of any kind except on grills. _____ (Applicant initials)**

Print Name

Signature

Date

For Office Use Only

Date: _____

Deposit Fee	
Rental Fee	
Additional Hrs. Fee	
Security Fee	
CC Processing Fee	
Other Fees	
Total	

Payment Type: Cash Money Order CC

Approved By: _____

cc: File
Finance

PHOTO ID