

SUGAR HILL RULES FOR USAGE

Pavilion, Town Green Gazebo, Amphitheater & Community Center

Renter agrees to all of the following:

1. The set up/take down/clean up of the facilities must occur within the contracted rental hours.
2. **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**.
3. **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. **You must call the phone number at the bottom on the front of the contract.** If a page is not received, renter forfeits all attendant and rental fees.
 - (b). In the case of inclement weather, we do not assume your rental will be cancelled. **You must call the phone number listed at the bottom on the front of the contract.** Rentals cancelled during the rental time due to inclement weather will be issued a rain check for the remaining unused rental time from the time we get paged. A rain check will be issued to those who have notified the office by pager either before or during the scheduled rental time that must be used within a year from the date of the rental. – NO REFUNDS WILL BE ISSUED DUE TO INCLEMENT WEATHER.
4. **REFUNDS** – All rentals have a non-refundable processing fee of \$25. 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 the Kelly Rumrill, Recreation Program Coordinator, City of Sugar Hill, 4988 West Broad Street, Sugar Hill, GA 30518.
5. **FACILITIES** will **not** have an attendant monitoring the area. Therefore the general cleanliness of the property cannot be guaranteed. Trash bags will be issued to you at the signing of the contract.
6. The person who signs this contract will be held responsible for the rental and must be present from start time to ending time.
7. 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).
8. 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). Tables and chairs must be placed on dolly and put back in closet. The number of picnic tables is approximate due to damage, theft, etc... and cannot be guaranteed. Renters are responsible for their own set-up.
 - (b). The use of **nails, tacks, staples, putty substances and duct tape are not permitted** to physically attach materials to any part of the pavilion. Masking tape or scotch tape is permitted for decorating purposes. Renter is responsible for the removal of all tape and marks from its use on any part of the City of Sugar Hill property.
 - (c). New liners provided by Sugar Hill must be placed in trash receptacles at the conclusion of the rental.
 - (d). **ALL GARBAGE** must be removed from and placed and disposed of by the renter. If you fail to take your trash with you, you may lose \$25 of your deposit.
 - (e). The floor and parking area must be left clean and free of food, trash and paper.
 - (f). Sweeping of the pavilion floor is necessary at the conclusion of the Rental event. You must mop the Community Center floor.
9. Alcoholic beverages are **prohibited** at and in Sugar Hill Facilities.
10. Rental events for Youth (i.e. teen parties, etc.) must have adult supervision. A ratio of **1 adult per 10 youth is required.**
11. No person shall bring under the pavilion any unauthorized equipment (i.e. bicycles, skateboards, roller blades, cleats, etc.)
12. The use of **Helium** balloons is not recommended, because they are a hazard to the environment but can be used as long as they are disposed of properly after the event.
13. Due to safety concerns, stains and clean-up problems, **confetti and the throwing of rice is NOT allowed.** Birdseed and petals can be used outside.
14. Sugar Hill facilities may not be able to accommodate some electrical needs. Please check with attendant at time of rental. All park pavilions have electricity.

Indemnification. Renter shall indemnify and hold harmless the City of Sugar Hill, 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 the use or occupancy of the Designated Facility or any other portion of Sugar Hill by Renter, its agents, employees and invitee.

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 use. 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