

Etowah River Park Concession Stand Pavilion

600 Brown Industrial Pkwy Canton GA 30114

FACILITY LICENSE AGREEMENT

Applicant _____ Home Phone _____ Work Phone _____

Address _____ City _____ State _____ Zip _____ County _____

Email _____ Cell Phone _____ Event Type _____

Type of Use: Individual _____ Profit _____ Non-Profit _____ Tax Exempt Number _____

Date(s) & Day(s) Requested _____

Date(s)

Day(s) of Week

When choosing blocks of time, take your setup/cleanup time into consideration - early arrival is not allowed.

Name/Description of Event: _____

Rental Time: (4 hour minimum) _____ 2 hour intervals will be added on a pro-rated basis not to exceed 8 hours total

Estimated: Participants _____ Vehicles _____

Point of Contact: Tom Gilliam (770-704-1503) tom.gilliam@canton-georgia.com

For any problems on your rental date contact Bo Morris at 678-873-0469

**** Propane Grills ONLY are allowed at the Specified Location ****

**** The grill must not be placed underneath the Pavilion ****

Special Events/Requests May Require The Following:

Do you or your organization have current liability insurance for these activities? Yes _____ No _____

(Please attach a copy of coverage, amount, carrier, carrier's telephone number)

Will food, goods, or services be sold? Yes _____ No _____ (Requires approval from Canton Parks & Rec Dept)

If food is to be sold, please contact the Cherokee County Health Dept (770-345-7371)

Will you need Police (security) present? Yes _____ No _____ (If YES, it must be Canton Police Officers)

THE SIGNED FACILITY LICENSE AGREEMENT, FEE, DEPOSIT AND INSURANCE MUST BE SUBMITTED ALL TOGETHER. THERE WILL NOT BE ANY EXCEPTIONS. PLEASE MAKE CHECK PAYABLE TO: CITY OF CANTON.

Applicant is encouraged to examine and inspect the City's Facilities, to assess their condition, suitability and fitness for Applicant's permitted use. APPLICANT ACKNOWLEDGES AND AGREES THAT THE CITY MAKES NO EXPRESSED OR IMPLIED WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY EXPRESSED OR IMPLIED WARRANTIES OF SUITABILITY OF FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION. THE LICENSE TO USE CITY FACILITIES IS GRANTED ON AN "AS IS" AND "WHERE IS" BASIS ONLY. Applicant further acknowledges that the relationship between the parties is not that of landlord and tenant as defined in Georgia law; this Agreement creates a mere license, not a tenancy. Applicant's license shall be limited to the facility and event described herein.

Rental Fee \$ _____

Deposit \$ _____

Cash Check Credit Card

Receipt # _____

Check # _____

FOR OFFICE USE ONLY

Staff Signature: _____

Date: _____

Certificate of Insurance Required: Y N

Date Received: _____

FD____ PD____ PW____

FACILITY USE FEE (per 4 hour block) AND DEPOSIT

	<u>Fee</u>	<u>Deposit (Refundable)</u>
Facility Name	\$100.00	\$250.00 plus \$100.00 to use a propane grill

City of Canton Parks & Recreation Department
FACILITY LICENSE AGREEMENT RULES

1. The rental time on **Sunday – Thursday** will not go past **9:00pm**. The rental time on **Friday and Saturday** will not go past **10:00pm**.
2. No person is permitted to bring, use or serve alcoholic beverages on City property.
3. Individuals and groups must follow all City Parks and Recreation rules and regulations.
4. Ten (10) business days are allowed from the initial request for a reservation to complete and execute the Facility License Agreement and make payment in full or the reservation will be cancelled. Full payment must be made and the Facility License Agreement completed and executed no less than ten (10) business days prior to the use of the facility. **Please make check payable to the City of Canton.**
5. Due to liability concerns and limited space, the City does not allow inflatable items (such as moonwalks), live animals, dunk tanks, firecrackers, fog machines, charcoal grills, or other items as determined by the City in its sole discretion to be brought on the premises.
6. The City of Canton Parks & Recreation Department reserves the right to cancel this Agreement if determined in its sole discretion to be necessary. In such an instance, a full refund or rescheduling of the event will be offered to the Applicant.

Refund Policy: *No refund will be given due to weather.* The Applicant must notify the City of Canton Parks & Recreation Department in writing of a cancellation **no less** than ten (10) business days prior to reservation date in order to receive a 100% refund. A request for cancellation made less than ten (10) business days prior to reservation date will **not** be granted a refund. **A \$25.00 administrative fee will be deducted from all approved refunds.**

HOLD HARMLESS

The Applicant agrees to, and will at all times, indemnify, save, and hold harmless the City of Canton, its officers, agents, and employees from all liability, claims, demands and costs of every kind and nature, including but not limited to attorney’s fees at trial and appellate levels and all court costs arising out of injury to, or death of persons, and/or damage to any and all property including loss of use therefore, resulting from or in any manner arising out of or in connection with activities or use of the facilities mentioned above. The Applicant will, upon request of the City of Canton, defend and satisfy any and all suits arising from its use of the premises.

INSURANCE AGREEMENT

Liability insurance may be required based on the nature of the proposed activity. The Applicant will, at own expense, keep in force during the term of this Agreement, insurance from an insurance company licensed by the State of Georgia. Required certificate of insurance will evidence insurance including: Comprehensive Liability Insurance with a minimum limit of one million dollars per million dollars per occurrence combined single limit to include: Premises, Personal Injury, and Operations. The City of Canton must be listed as additional insured Party on the Applicant’s policy or an endorsement or other amendment thereto.

ETOWAH RIVER PARK CONCESSION STAND PAVILION

The Applicant is responsible for the cleaning of the ETOWAH RIVER PARK CONCESSION STAND PAVILION after the event is over. The following rules have been established for the Applicant's protection and will hopefully assist in having an enjoyable activity:

- 1) The Applicant is responsible for leaving the facility in the same, or better, condition as when the event began.
- 2) Tobacco use of any kind is **NOT** allowed.
- 3) The Applicant is responsible for actions in the pavilion & the surrounding area.
- 4) Charcoal grills are **NOT** allowed.
- 5) Propane grills are allowed only at the specified location. Usage of a grill in an unspecified location may result in the forfeiture of the entire deposit.
- 6) Propane grills are **NOT** allowed underneath the Pavilion.
- 7) All trash shall be placed in appropriate receptacles. Any additional food, debris, etc., shall be placed in trash bags. It shall be the responsibility of the Applicant to provide extra trash bags to be placed, when filled, next to the existing trash cans.
- 8) Alcohol is **NOT** allowed.
- 9) No tape, staples, tacks, etc. shall be attached to any post or ceiling.
- 10) The Applicant will be financially responsible for any damage incurred to the facility during the term of the rental.

I have read and understand this Agreement in its entirety and agree to the terms, date, time, facility and fees of this Agreement. I further agree to the above listed facility use procedures.

Applicant's Signature: _____

Date: _____

Print Name: _____

E-Mail Address: _____

Address: _____

Cell Number: _____

APPROVALS

Received by:

Signature (Chief of Fire Department) _____
Date

Approved: _____ Disapproved: _____ Comments: _____

Signature (Chief of Police) _____
Date

Approved: _____ Disapproved: _____ Comments: _____

Signature (Director of Public Works) _____
Date

Approved: _____ Disapproved: _____ Comments: _____

Print Name

Signature

Title

Approved (Final): _____

Disapproved (Final): _____