

**CITY OF GERMANTOWN PARKS AND RECREATION DEPARTMENT
PARK PAVILION RENTAL CONTRACT - OFFICE PHONE #757-7375 / RANGER PHONE #233-4550**

NAME _____ TODAY'S DATE _____
 STREET ADDRESS _____ CITY _____ ZIP _____
 PHONE (Home) _____ (Work) _____ Email _____
 (Cell # during event) _____ Proof of Residency _____
 NAME OF ORGANIZATION (if applicable) _____

| Pavilion | | Capacity * | |
|-----------------|-----|----------------------|----|
| Cameron-Brown | 65 | Houston Levee | 65 |
| Johnson Road #1 | 65 | Johnson Road Croquet | 55 |
| Municipal | 125 | Riverdale | 55 |

*The term "capacity" as used herein refers to the size of the group which will be using the pavilion and the surrounding parkland during the rented period. It is recognized that all group members will likely not be in a pavilion at the same time, but by limiting the size of a group to which a pavilion is rented, the City is able to reasonably assure availability of the park and its amenities in which a pavilion is located to all citizens while at the same time guaranteeing exclusive use of a pavilion to a group which rents it.

TYPE OF EVENT _____ EXPECTED ATTENDANCE _____
 NAME OF PARK/PAVILION _____ DATE/DAY OF RENTAL _____
 TIME A: 10 AM to 2 PM _____ TIME B: 4 PM to 8 PM _____ TIMES A & B (full day) _____
 SEND DEPOSIT REFUND TO _____
 COPY OF 501C-3: YES _____ NO _____ TAX EXEMPTION FORM: YES _____ NO _____

FEES AND DEPOSIT INFORMATION

Residents must have proof of residency, such as a utility bill, water bill, mortgage statement, etc. at time of reservation

GERMANTOWN RESIDENT

Deposit: \$100.00 Rental Fee: \$40.00 per time slot Paid: \$ _____ Check# _____ Visa/MC

NON-RESIDENTS

Deposit: \$150.00 Rental Fee: \$60.00 per time slot Paid: \$ _____ Check# _____ Visa/MC

***Sales tax not included.**

*No hourly rentals - Rentals are during designated time slots only.

Germantown Park Rangers will monitor rental attendance of all rentals. The \$100 or \$150 deposit will be forfeited for attendance overage of capacity limits listed above. An additional fee of \$5.00 per person in excess of the attendance capacity will be charged for overage. The attendance reported by the Germantown Park Rangers will not be open for debate. The Director of Parks and Recreation must approve any variance of capacity limits prior to issuance of the rental contract.

Special Conditions:

1. Most pavilions are within parks that have sports complexes and therefore parking may be limited during scheduled sports activities.
2. The Director of Parks and Recreation must approve any variance of capacity limits prior to issuance of the rental contract.
3. A request for reservations may be denied for cause, including, but not limited to, the following:
 - a. Failure to abide by Germantown Parks and Recreation rules and regulations on a previous occasion
 - b. Issuance by the renter to the City of Germantown of a check for insufficient funds
 - c. If the rental is deemed not to be in the best interest of the City of Germantown
4. A reservation contract may be revoked or terminated if:
 - a. Information submitted on the permit application is discovered to be false
 - b. The Director of Parks and Recreation deems it to be in the best interest of the City of Germantown
 - c. The renter violates a policy, rule, or regulation as set forth in this contract document
 - d. The renter transfers or attempts to transfer the privileges contained in the contract to another party

APPLICANT MUST READ ENTIRE CONTRACT ON THE REVERSE SIDE OF THIS PAGE BEFORE SIGNING.

Germantown Park Pavilion Rules and Regulations:

1. Permits for groups composed of minors will be issued only to adults (parents, guardians, or teachers) who accept responsibility for supervising them throughout the period covered by the permit.
2. The pavilions will not be rented for a fund-raising project except as expressly authorized by a special events permit issued at City Hall.
3. The only decorations that may be put are those indicated at the signing of this contract. *Tape is to be used instead of sharp, pointed objects such as nails, tacks, or staples. All personal or rented items must be removed.
4. Gambling in any form is prohibited in the pavilions and on parks property.
5. Bands and amplified music are prohibited without a special events permit. Music must not be loud/or offensive to the public. Pavilion is within a residential area; please respect the neighbors of the pavilion. NOTE: Music must comply with the City of Germantown Noise Ordinance or police will be dispatched.
6. Inflatable equipment (Moon Bounces), petting zoos, commercial/concession trailers, and games requiring the use of water or electricity are prohibited. (Large cooker grills may be requested at the time of the application but must have prior approval and must not be placed on the grass).
7. No glass containers are allowed in the park.
8. No tents or canopies are allowed.
9. No selling of food or other items is allowed.
- 10. No alcoholic beverages are allowed.**
11. All games and activities that could damage the lawns are restricted.
12. All pets must be on leash in a City park. Persons with pets must clean up after the pet. No horses or ponies are allowed in any park at any time (except C. O. Franklin horse arena, which must be coordinated with the Charity Horse Show.)
13. The individual who signs the reservation form is solely responsible and answerable for any and all damage, accidents or injuries to persons on property resulting from his/her use of the pavilions.
14. Reservations by Germantown residents can be made up to three (3) months in advance. Reservations by nonresidents can be made up to one (1) month in advance. All fees include rental, administrative, and sales tax as applicable.
15. All rules and regulations governing the use of the park must be obeyed. Failure to comply may result in permit revocation.
16. **Trash and garbage:** The renter is responsible for all clean up, including removal of all trash, decorations, and other items brought into the park. Renter is responsible for leaving the pavilion in the same condition it was found. Renter is required to bring garbage bags for any and all garbage generated from their rental function. The trashcans located at the pavilion area are for general public use only and should not be used by private function renters. **At the conclusion of the rental, renter must move their trash in to the adjacent dumpster. If a dumpster is not available, renter is required to collect and take all garbage with them. Failure to comply will result in loss of deposit.** *(The Parks and Recreation Department recommends that the renter use wire frame trash bag holders available at local hardware stores and heavy-duty trash bags with drawstrings. These provide the most efficient and clean method for trash removal.)

I agree a thorough check will be made of the Pavilion before departing to ensure the Pavilion is cleaned, all garbage removed from site, and there has been no damage. I understand that failure to clean up properly or any damage done will forfeit my deposit without recourse. **INITIAL:** _____

I accept full and complete responsibility for the care and protection of the park pavilion identified in this contract agreement and understand that I am to be present during the entire function. **INITIAL:** _____

I agree to hold the Department of Parks and Recreation harmless for any and all liability and loss that the renter or a guest may suffer or incur through the use of the pavilion. **INITIAL:** _____

I agree that I will occupy the pavilion only between the hours designated in this contract (setup and cleanup time included) and understand that occupancy of the facility beyond the contracted number of hours will result in an additional fee of \$12/hour for Germantown residents and \$17/hour for non-residents. This additional fee will be deducted from the deposit. **INITIAL:** _____

I have received a copy of the rules and regulations that govern the use of City of Germantown park pavilions. I understand that failure to abide by the same could result in denial of a future reservation. My signature below signifies my pledge to adhere to these rules and regulations.

Do you accept the terms of this contract? _____

RENTER'S SIGNATURE : _____ DATE: _____

RESERVATIONIST: _____ DATE: _____

Additional Information for the reservationist and website:

Reservations are taken on a first-come, first served basis. All reservations must be made in person. Reservations can be made up to three (3) months in advance for a resident, and one (1) month in advance for a nonresident. All reservations must be made within seven (7) working days prior to the rental date as schedules must be posted.

Reservations are accepted only between the hours of 8:00 a.m. and 5:00 p.m. Monday – Friday. The Parks and Recreation Office is located at 2276 West Street, Germantown, Tennessee 38138. For information, the telephone number is (901) 757-7375.

Once issued, your permit is not transferable. Review all the conditions of your permit. The pavilions are rented as is. They are maintained on a bi-weekly schedule. No refunds will be issued due to the condition of a shelter. The \$100.00 or \$150.00 deposit will be refunded provided no complaints are received from the Superintendent of Parks and your Pavilion Checklist form is completed and returned by the Park Ranger on duty authorizing the refund. Refunds will be sent to the address of record. The reservation entitles the reserving party to the use of the pavilion area. However, the agreement does not entitle the reserving party to exclusive or private use of other park areas.

Notify the Reservationist immediately of any changes. The Office of Parks may not be able to honor last minute changes or requests.

All reservation applicants must present proof of residence at the time reservations are made in the form of a voter registration card or utility bill in the applicant's name. It is unlawful for a nonresident individual or organization to fraudulently apply for use of Department of Parks and Recreation facilities in the name of a City of Germantown resident or through the use of a City of Germantown address. Violators of any part of this rental agreement may be subject to revocation of the permit and prosecution in accordance with applicable City of Germantown Code of Ordinances. The following rates should apply:

\$40 for half day to a resident (10 a.m. to 2 p.m. OR 4 p.m. to 8 p.m.)
\$80 for a full day to resident

\$60 for half day for a non-resident (10 a.m. to 2 p.m. OR 4 p.m. to 8 p.m.)
\$120 for a full day to non-resident
Deposit - \$100 for residents
Deposit –\$150 for non-residents

*No hourly rentals; rentals are during designated time slots only.

All cancellations must be made through the Reservationist no less than 7 (seven) working days prior to the scheduled event in order to get a refund. Please allow up to three weeks for processing any refund.

No refund will be issued due to lack of pavilion cleanliness, inclement weather, or failure on the part of the pavilion user to use the pavilion on the date reserved.

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