RESERVATION/USE FORM AND AGREEMENT
DAVID B. HAYES CITY PARK

USER _____

ADDRESS _____PHONE_____

TYPE OF EVENT_____

FACILITY/FACILITIES RESERVED:

❍ Sunshade/picnic table #_____ #_____ #_____ #_____ ❍ Pavilion 1
❍ Pavilion 2 ❍ Gazebo ❍ Stage ❍ Entire Park Exclusive

❍ Private Event ❍ Private Event – Fees Charged ❍ Public Event Fees Charged
❍ Public Event – Free No Charge

DESCRIPTION OF EVENT_____

_____

DATE(S) REQUESTED: _____

❍ ½ Day park opening time until 2:00 p.m. ❍ ½ Day 2:00 p.m. until park close
❍ All Day park open to close
Splash Pad Closes at 7:00 p.m.

USER AGREEMENT

Sunshades/picnic tables and pavilions may be used free of charge for private events at times when not reserved. Use of facilities cannot be guaranteed without a reservation.

1. RESERVATIONS: All reservations must be made through the City Clerk's Office at City Hall.

2. PAYMENT: Payment for reservations must be made at the time the facility is reserved. Reservations will not be logged unless payment is made.

3. Once reserved, refunds will not be issued. In the event of a rain out or family emergency a onetime rescheduling within 3 months of the cancelation will be allowed and cannot be changed once booked. Rebooking must also be for the intended user and cannot be transferred.

Complete refunds will be issued in the event the City closes the park for emergency situations.
The City has a policy that Users must clean up the reserved area after use, however refunds will not be issued due to a User having to clean up the area prior to use if the previous user did not properly clean the facility.

4: APPROVAL: Public events, advertised events, events for which a fee is charged, selling of items and entire park usage require Council Approval before a facility can be reserved and used.

5. INSURANCE: All Private Events – Where Fees are Charged, Public Events – Where Fees are Charged, Public Events – Where No Fees are Charged will require the following insurance:

The User shall, at its/his/her expense, obtain and keep in force during the time of use, Commercial General Liability Insurance satisfactory to the Municipality, which insurance shall be written by an insurer licensed to conduct business in Alabama and include, but not be limited to, the following:

- A limit of liability not less than $500,000.00 per occurrence
- The Municipality shall be named as an "Additional Insured"
- The policy shall contain a provision for cross liability and severability
- Policy must remain in effect for the entire duration of the event
- For events, a certificate of insurance evidencing the above coverage shall be given to the Municipality prior to the Council meeting immediately preceding the event

No User, volunteers or agents of the User, actions of the user or property of the user will be covered under the umbrella of the City of Geneva's insurance policy regardless of the type event or if the City partners with the User to sponsor the event. Individual insurance is required by the User, the City's Insurance will only indemnify and protect the interest of the City of Geneva.

Entry onto the grounds will not be permitted without proper insurance.

6. USER RESPONSIBILITIES: The USER shall have the sole responsibility of managing and supervising all of the events/activities it undertakes pursuant to its rights under this Agreement, including but not limited to the hiring of all necessary staff and officials, conducted on the premises, and for the enforcement of the policies, rules and regulations associated with this Agreement together with those prescribed by any governing or applicable umbrella organizations.

For all Public Events and Private Events where the park is closed to use by the general public, the City will initially stock all bathroom tissue and towels. The User will be responsible for replenishing supplies throughout the event. Use will be responsible for any additional garbage containers, showers, portable toilets etc. needed for the event.

7. USE OF PROPERTY: The USER shall not have the right to use any Municipality grounds/facility(ies) not specifically included in this Agreement unless the USER shall have obtained the prior written authorization of the Municipality in that regard. No possessory rights are granted to the USER and in no event shall this Agreement be deemed to be a lease between the Municipality and the USER. In permitting the use of the above-described grounds/facility as provided in this Agreement, the Municipality does not relinquish the right to enforce all necessary and proper rules and laws for the efficient and effective operation of the said grounds/facility and the safety of the public.

8. ALTERATION OF GROUNDS/FACILITIES: The USER shall obtain the written approval of the Municipality prior to undertaking any alterations to the Municipality's grounds/facility(ies) and to comply with all applicable law, regulations and municipal by-laws in the completion of any Municipality approved alterations. Upon termination of this Agreement, all authorized improvements to

the Municipality 's grounds/facility(ies) shall, without compensation to the USER, become the property of the Municipality.

9. MULTI-USE GROUNDS/FACILITY: The User acknowledges their reservation is only for the facility reserved, that other facilities and common grounds may be reserved and used by other Users for other authorized activities/events. The USER agrees that the Municipality shall have full, complete and absolute authority to establish the schedules for the use and availability of its grounds/facilities. The USER agrees to comply with any schedules so established and to cooperate in any sharing arrangements so determined by the Municipality.

10. DAMAGES: The USER shall be responsible for any damage to the grounds/facility(ies) caused by the USER, its officers, directors, employees, volunteers, agents or contractors, invitees, spectators, members, participants in or at any event or activity hosted/planned/conducted/sponsored by the USER.

11. ALCOHOL: Alcoholic beverages of all types and descriptions are prohibited on Municipality property and at Municipality facilities. Illegal substances are prohibited on Municipality property and in Municipality facilities at all times. The USER agrees to enforce this rule with its officers, directors, employees, volunteers, agents or contractors, invitees, spectators, members, participants in or at any event or activity hosted/planned/conducted/sponsored by the USER and to notify law enforcement agencies when violations occur and appropriate action against all involved parties will apply.

12. FIREWORKS: Require Council approval.

13. PETS: Pets are not allowed.

14. GENERAL RULES:

Movable fixtures assigned to the facility must be returned to its proper place.
Fixtures from other facilities can NOT be moved to another facility.
Facility must be cleaned – at a minimum counter washed, floor swept, spills wiped up, garbage picked-up.
Grills are prohibited.
Garbage must be deposited in garbage bags and bags placed in garbage cans.
You must provide your own bags and cleaning supplies.
All decorations and signs must be removed.
No decorations which must be nailed, glued or stapled are allowed.
No paints.
Lights turned off.
Facility cannot be used prior to beginning time noted on reservation form.
Facility must be vacated at the noted ending time on your reservation form.
Cleaning must be accomplished by the ending time noted on reservation form.
No modifications can be made to any electrical outlets or property.
Do not attempt to make any repairs, of any kind, on anything located at the park!
Be respectful of others using the park and facilities.

By signature below, I hereby acknowledge receipt of a copy of my Reservation/Use Form and Agreement. I do further acknowledge that I will adhere to said policies and rules contained herein. I understand that it is my responsibility to see that all guests adhere to the rules contained herein. I understand that I am not entitled to use of facilities except for those listed and for the beginning time listed. I must vacate and have premises cleaned by ending time listed.

_____ _____

Responsible Party Date

IF YOU EXPERIENCE A PROBLEM WITH ANOTHER PARTY USING THE FACILITIES YOU HAVE RESERVED, SHOW THEM THIS FORM, IF THE OTHER PARTY REFUSES TO VACATE, CALL THE GENEVA POLICE DEPARTMENT AT 334/684-2777 AND SHOW THE OFFICER THIS FORM WHEN HE/SHE ARRIVES.

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OFFICIAL USE ONLY

Council Approval Required ☐ Yes ☐ No Date Approved _____

Insurance Required ☐ Yes ☐ No Date Received_____

Noise Permit Required ☐ Yes ☐ No Date Approved _____

Police/EMS/Fire Services Required ☐ Yes ☐ No Cost _____

Amount Paid $_____ Payment Type _____

Receipt # _____