

CONTRACTS RECEIVED LESS THAN 2 WEEKS BEFORE EVENT DATE WILL BE DENIED

FOREST PARK RECREATION AND LEISURE SERVICES FACILITY USE CONTRACT

School Related: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Time to Enter: <u>8 a.m.</u> Time to Leave: <u>8 p.m.</u>	Date(s) of Use Requested: _____
Space Requested: <input type="checkbox"/> Gymnasium <input checked="" type="checkbox"/> Amphitheater <input type="checkbox"/> 696 Main St. <input type="checkbox"/> Football Stadium <input type="checkbox"/> Senior Center <input type="checkbox"/> Baseball Fields <input checked="" type="checkbox"/> Pavilions	Day of the Week: <input type="checkbox"/> M <input type="checkbox"/> F <input type="checkbox"/> T <input type="checkbox"/> S <input type="checkbox"/> W <input type="checkbox"/> Su <input checked="" type="checkbox"/> Th	Admission/Participation Charged? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Name of Group or Organization: <u>Clorox - Main</u>		Nature of Organization: <input type="checkbox"/> Profit <input type="checkbox"/> Government Agency <input checked="" type="checkbox"/> Business <input type="checkbox"/> Religious Group <input type="checkbox"/> Non-Profit <input type="checkbox"/> Civic Group <input type="checkbox"/> Other (enter Below)
Address of Group or Organization: <u>17 Lake Mirror Rd.</u> <u>Forest Park GA 30297</u> City State Zip		
Contact Person Name: <u>Amber M. Parker</u> Telephone Number: <u>(678) 683-8689</u>		
Email: <u>amber.parker@clorox.com</u>		
Type of Activity: <u>"Culture Day" - Clorox employees & their families.</u>		

**No Facility will be rented when city offices are closed for official business unless a Forest Park representative is present during the entire rental period. **

I DO HEREBY AGREE THAT I WILL BE RESPONSIBLE FOR THE PROPER USE OF THE FACILITIES INDICATED ABOVE AND AS OUTLINED IN THE *TERMS/CONDITIONS FOR THE USE OF FOREST PARK FACILITIES. I HAVE ENCLOSED A CERTIFICATE OF INSURANCE AS OUTLINED BELOW.

5/30/24
Date

[Signature]
Signature of Applicant

MAKE CASHIER'S CHECK OR POSTAL MONEY ORDERS PAYABLE TO: FOREST PARK RECREATION AND LEISURE SERVICES						
Insurance Certificate <input type="checkbox"/> Yes <input type="checkbox"/> No						
Applicable Facility Charges						
			#	Hours	Rate	Total
Facility Use	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____	_____	\$ _____	\$ _____
Maint. Staff	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____	_____	\$ _____	\$ _____
Tech Support	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____	_____	\$ _____	\$ _____
Security	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____	_____	\$ _____	\$ _____
Equipment	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____	_____	\$ _____	\$ _____
Total Due \$ _____						

Prior to using the facilities, groups not directly related to the city must provide a certificate of insurance indicating liability coverage in the amount of at least one million dollars (\$1,000,000.00) per occurrence general aggregate. This certificate holder and as an additional insured for the duration of the group's use of the facility as specified above. For sports related activities the certificate must contain a statement that no "athletic participants" are excluded on the liability insurance. You may obtain this insurance from any insurance agent of your choice.

*****DO NOT SIGN BELOW THIS LINE FOR FPRLS EXECUTIVE STAFF ONLY*****

Director Signature: _____ Date: _____ Phone Number: _____

Application Approved Yes No Fee Waiver Yes Reduced Fees (1/2) Full Fees

FOREST PARK RECREATION AND LEISURE SERVICES FACILITY USE CONTRACT

Terms and Conditions (Please initial each Term/Condition)

1. **Utility:** Lessor will furnish air conditioning, heating, and lighting, which in its sole opinion, are adequate with respect to the intended use under this lease. Lessor will furnish custodial services as it may deem necessary. If the Lessee wishes to do its own cleanup, and this is approved by the facility administrator, no custodial charge will be assessed, otherwise Lessee will be charged for custodial service. Extra costs incurred by excessive electrical requirements will be paid by the Lessee. The failure to furnish air conditioning, heat, lights, or custodial service shall not abrogate this agreement and shall not entitle the Lessee to any rebate on the rental costs. JF
2. **Weapon:** No weapons of any type are allowed at any time on any facility, grounds, or property belonging to Forest Park Recreation and Leisure Services. All persons, bags, packages, etc. are subject to search at any time. JF
3. **Search:** All Persons are subject to search, including but not limited to, person, bags and parcels. JF
4. **No Smoking:** SMOKING IS PROHIBITED on Forest Park Recreation property by the Official Code of Georgia 16-12-2. JF
5. **Alcohol Use:** POSSESSION OF BEVERAGE ALCOHOLS PROHIBITED on Forest Park Recreation property by the Official Code of Georgia 03-03-211. JF
6. **Objectionable Material:** Lessor reserves the right, through its administration, to remove any objectionable party/parties from the building or grounds, and upon an exercise of this authority, through any of its committees, agents, or policemen. To the extent permitted by law, Lessee hereby waives any and all claims for damages against Forest Park Recreation in the event of such an occurrence. JF
7. **Explosive Hazards:** No person shall be permitted to bring to the building or grounds or keep herein anything which shall increase the rate of fire insurance on the buildings or on any part of property therein. Such items as gasoline, explosives, oils, or any other artificial lights shall not be permitted in the buildings or on the grounds without the consent of Lessor in writing. The Forest Park Recreation reserves the right to limit the number, amperage, and wattage of lights, fixtures, or equipment for any event. All decorative material must be flame-proof before it is taken in the building or on Lessor grounds. After unpacking all boxes, cartons, etc., packing and wrapping must be replaced in boxes and removed. JF
8. **Public Safety:** Nothing contained in this Lease shall be construed to prohibit the Department of Public Safety, Health Department, Police Department, Fire Department, or any department of the City of Forest Park, its agents or employees, from entering the leased premises for the purpose of discharging their lawful duties. The sidewalks, passageways, halls, stairways, seating and exits specifically shall not be obstructed by the Lessee or any other person. JF
9. **Contracts:** Forest Park Recreation reserves the right to review any contracts between Lessees and other parties involved in using any Forest Park Recreation and Leisure Services facility. JF
10. **No Sub-leasing:** No portions of the buildings or grounds shall be leased or sublet out by Lessee without the consent, in writing, by Lessor. The buildings or grounds shall not be used by Lessee for any purpose whatsoever except as herein set out. JF
11. **Leased Space:** This contract does not cover any space or accommodations other than those checked on the "Forest Park Recreation and Leisure Services Facility Use Contract". JF
12. **Contracted Time of Use:** All facility use charges are calculated from the time the facility is opened until it is closed. All cashier's checks/Postal Money Orders are to be made payable to "Forest Park Recreation and Leisure Services". All rentals are to be paid in advance for school facilities. JF
13. **Cancellation:** In the event of inclement weather or other circumstances where Forest Park Recreation are closed, all facilities will also be closed. This decision is made by City of Forest Park officials and not by Lessees. JF
14. **Advertising:** No advertising or publicity about any event which would name a Forest Park Recreation and Leisure Services facility shall be distributed prior to the payment and approval of a Facility Use contract. JF

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15. **Supervision:** Lessor is required to provide a building supervisor for the leased facility. Lessee shall maintain at the leased facility a contact person who shall remain in attendance until the event is completed and who shall be responsible for any communications between the Lessee and those in attendance. All security arrangements shall be made through the Forest Park Recreation and Leisure Services Department will determine the number of personnel required to police the event before the contract is approved.

16. **Equipment Removal:** Lessor reserves the right to move from the building all property remaining in the building after the time specified in this agreement, or to charge the Lessee \$100 for the first day and \$25 per day thereafter, up to 30 days at which time all equipment, props or effects will belong to the Forest Park Recreation and Leisure Services Department.

17. **Insurance Requirements:** Lessor reserves the right to require Lessee to provide adequate liability insurance or a bond for damages to a person or property that may occur while using any facility of the Forest Park Recreation and Leisure Services Department. Failure to secure said insurance or bond will cause the Lessee to forfeit the use of the facility. Commercial Lessees and/or Lessees charging admission, taking orders or selling merchandise specifically agree to carry comprehensive, liability insurance with a company authorized to do business in Georgia of not less than \$500,000 for bodily injury to any one person and \$1,000,000 for bodily injury from any one accident and \$100,000 for property damage for any one accident to protect Lessee and Forest Park Recreation and Leisure Services against damage that may occur. A certificate of insurance to the facility administrator may be required 30 days prior to the event. Note: This clause does not apply to local, state and federal government or municipalities that are covered by sovereign immunity.

18. **Liability:** To the extent permitted by law, the Lessee herein shall be liable for any and all damages caused through its own acts or the acts of any of its employees or agents or anyone visiting the building or grounds upon the invitation of the said Lessee, caused to the building or any portion thereof, or to persons or property upon Lessors premises.

19. **Indemnity:** To the extent permitted by law, the Lessee agrees to hold harmless the Forest Park Recreation and Leisure Services employees, agents or volunteers from any and all damages to persons or property during the use of said building, grounds, and equipment, unless it is determined by a court of competent jurisdiction that such damage to persons or property was directly caused by the negligence of Forest Park Recreation and Leisure Services employees, agents or volunteers. To the extent permitted by law, Lessee agrees to indemnify and pay to the Forest Park Recreation and Leisure Services for any damages to its property resulting from the use of said building, grounds or equipment which may be made against the Forest Park Recreation and Leisure Services or its agents, for property damage or personal injuries sustained by any persons, including Lessee and Lessee privies, which may result from the use of said building, grounds or equipment by Lessee, unless it is determined by a court of competent jurisdiction that such damage to persons or property was directly caused by the negligence of Forest Park Recreation and Leisure Services employees, agents or volunteers. Note: This clause does not apply to local, state and federal government or municipalities that are covered by sovereign immunity.

20. **Freight Deliveries:** Lessee agrees that when any part of the buildings or grounds is used for a meeting which requires freight to be shipped to the facility, that the Lessee will employ an approved agent to receive all freight and to ship all freight from the building within contracted hours. The lesson will not accept freight prior to the meeting date, and Lessor will not be responsible for any freight shipped to any Forest Park Recreation and Leisure Services.

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21. **Care of Facility:** Lessee accepts the building in good order and repair, and agrees to return it to the Lessor in the same condition, normal wear excepted. Lessee agrees to reimburse Lessor for any expenses Lessor incurs in returning the facility to its condition prior to the lease. No nail, tacks, staples, brads, or other things shall be driven into any portion of the building, and no changes, alterations, repair, painting, staining, or doing anything that will change the finish, appearance, or contour of the building, will be permitted without the written consent of the Lessor. Use of any type of cohesive tape is prohibited. Nothing, including pins, shall be attached to any curtains. JF

22. **Equipment Rental:** All technical equipment furnished as a part of this agreement shall be operated by personnel approved by Forest Park Recreation and Leisure Services Department. JF

23. **Animals:** No animals, other than medically required service dogs, shall be brought into any building without the express consent of the Lessor, and then under such regulations as may be made by Lessor. JF

24. **Food and Beverages:** No food or other edibles, drinks, or novelties shall be given away free or sold in any building or grounds by Lessee unless authorized by Forest Park Recreation and Leisure Services. JF

25. **Television:** Televised shows or events held on Forest Park Recreation and Leisure Services grounds will be required to pay the current rate for electrician and/or Technician's services. The name "Forest Park Recreation and Leisure Services" shall appear in the credits of any event filmed, but only with prior written approval of the City Manager. JF

26. **Copyright:** Fees levied for the playing and/or performing of music or performing scripts under copyright to any licensing agency is the sole responsibility of the Lessee. JF

27. **Cancellation:** Lessor and Lessee each reserve the right, without notice, to cancel this lease at any time whatsoever, if, in the determination of such party, cancellation is necessary to protect the health, welfare, morality, or safety of the public. Lessor reserves the right, without notice, to cancel this lease at any time. Whatsoever, if, in the determination of Lessor, the premises are used for any purpose other than that specified in this lease, or if the facilities and premises would be adversely affected by tenant's use, such adverse use not being contemplated upon the execution of this lease or due to local city needs related to forest park activities. Lessor and Lessee shall each make every reasonable effort to give the other party prior notice of any such cancellation. In the event of cancellation by Lessor, money paid on account of Lessee allocable to any time or event during or for which Lessee does not have the use of the premises by virtue of cancellation, shall be refunded to Lessee within a reasonable time. It is expressly agreed that in the event of a cancellation of this contract by either party, the non-cancelling party shall have no claim of any character against the cancellation party by reason of such cancellation. JF

28. **Contract Termination:** Lessor reserves the right at any time to order out any person, animal, furniture, fixtures, wiring, exhibits, or other things, and to terminate this contract without notice or liability for its so doing. To the extent permitted by law; Lessee specifically agrees to hold Lessor harmless for any such cancellation. Lessor agrees to provide a prorated refund to Lessee within a reasonable time after cancellation. Such refund shall be determined by dividing the total number of hours actually used for the event by the number of hours originally scheduled, then multiplying that number by the total charges. JF

29. **Prejudice:** Lessee shall not restrict participation in an activity or event taking place at a Forest Park Recreation and Leisure Services facility because of an individual's race, religion, creed, sex, national origin or disability. JF

30. **Additional Regulations and Conditions of Use:** Forest Park Recreation and Leisure Services reserves the right to impose any additional rules or regulations, or to set special use arrangements, whether or not expressly provided herein, which may be necessary for the best interests of the department, and such regulations shall be binding upon the Lessee. JF