



GARTRELL NASH PAVILION RENTAL APPLICATION RENTAL CONTRACT

Rental Date: _____ Day: _____ Time: _____ Expected# of People: _____

*Reservations must be made at least 10 days in advance of the rental date. Once reservation is made, renter has 7 days to pay, or reservation becomes available to next renter. Rental time includes setup, event, and cleanup.

Amenities Requested: Lights _____ Electrical _____ Park Grills _____

Describe Event in Detail: _____

Name for Reservation Sign: _____

Responsible Person #1

Name: _____ Phone: _____

Address: _____

Email: _____

Responsible Person #2

Name: _____ Phone: _____

Email: _____

Catering Company*

Name: _____ Phone: _____

Email: _____ Phone: _____

Fax: _____

*If you will be using a caterer to serve food or beverage at your event, a Food Service Authorization Form and related insurance forms must be submitted to the City of Lilburn **at least two (2) weeks prior to your rental date**. Failure to do so will result in denying the catering company access to park grounds.

To the best of my knowledge, all information listed on this contract is correct. As the Renter, I understand that failure to comply with the attached stated rules could result in the loss of my rental fee and damage deposit. I understand that any City of Lilburn Staff or the Park Attendant reserves the right to request rental guest(s) to leave or cancel their event at anytime deemed to be in the best interest of the City of Lilburn Park.

Renter's Signature

Date



GARTRELL NASH PAVILION RENTAL APPLICATION

Rental Times, Fees & Cancellation Policy

This 4,200 square foot, open air, covered pavilion located in Lilburn City Park, was constructed in 2004 and is one of the largest pavilions available in Gwinnett County. Located near the playground, the Gartrell Nash Pavilion includes picnic style seating for approximately 160 people, along with four built in grills in each corner of the structure.

All private, exclusive rentals are required to pay established rental fees. No fee waivers will be considered by the city. Non-profits will receive a 10% discount off rental fee with proof of non-profit status at time of application and payment.

Rental Fees

Whole Pavilion: Seating for up to 160 people.

City of Lilburn Residents (if you pay city taxes, you qualify for these rates): First two hours: \$110; each hour after; \$55

Non-City Residents: First two hours: \$160; each hour after; \$80

All rentals are required to pay a \$100 damage deposit, separate of the rental fee, payable via cash or check. Your damage deposit is refundable, provided there are no monetary deductions taken from it (see Usage Policies). All fees are due at time of booking. Fees are based on 160 people or less. If anticipated number of guests exceeds 160, additional charges may apply.

Forms of Payment Accepted

The City of Lilburn accepts personal checks, money orders, cash, or card. A processing fee will apply to all card transactions. Pavilion Rental Deposit MUST be paid by cash or check. No out-of-state or counter checks will be accepted. Checks should be made payable to: City of Lilburn.

Rental Change and/or Cancellation

Renter must notify the City of Lilburn immediately to see if a change in the contract is feasible. Requests to alter the contract may not be accepted. If a change occurs that results in a decrease in the fee paid, no refunds will be issued for the difference. A rescheduling fee of \$25 will be charged to reschedule an existing rental. All cancellations must be reported to the City of Lilburn at 770-921-2210.

CANCELLATION	REFUND
30 DAYS OR MORE PRIOR TO RENTAL	100% RENTAL FEE (LESS \$25 PROCESSING FEE)
8-29 DAYS PRIOR TO RENTAL	50% RENTAL FEE
7 DAYS OR LESS PRIOR TO RENTAL DATE	0% RENTAL FEE

If 7 days or less prior to the rental date, refunds will only be made in the event of the park closing. Inclement weather is not considered a park closing.

Emergency Rescheduling: A two (2) hour prior notice is required for cancellation for any **emergency** reason (family emergency or actual inclement weather the day of the rental). Renter must call the City of Lilburn at 770-921-2210 during regular business hours or call 404-668-6171 to leave a message after hours and on weekends. Renters will be allowed to reschedule within one year of the original rental contract date if emergency rescheduling criteria has been met. A rescheduling fee of \$25 will apply. In the case of inclement weather, we do not assume your rental has been postponed.

I acknowledge that I have read, understand, and agree to the above stated information: _____
Renter's Signature/Date

City of Lilburn • 770.921.2210
340 Main St. • Lilburn, Georgia, 30047
www.cityoflilburn.com

Gartrell Nash Pavilion Rental Application

Usage Policy

PLEASE INITIAL ON EACH LINE TO SHOW THAT YOU HAVE READ AND UNDERSTAND EACH STATEMENT

- City is not responsible for natural acts of nature. This is an outdoor facility.
- Rental time includes decorating, set-up, the event, and all clean-up. The rental time applies to renter, any caterers, and any other Special Activities: Use of commercial recreation vendors and other resources for special event activities (moonwalks, dunk tank, clowns, pony rides, tents, etc.) are not allowed in the Pavilion Rental.
group or individual associated with the rental. Additional fees will be billed to the renter by the city at the established hourly rate, for rentals beginning early or exceeding their rental time.
- Rental space will not be reserved without a signed contract, complete payment and required deposit. Nonresident fees apply.
- Proof of non-profit status is required when reserving the pavilion in order to receive the discounted rate.
- Renter must be at least 21 years of age, must be present during the entire rental and is responsible for the rental. A ratio of 1 adult per 10 minors is required at all times. A minor is defined as any person under the age of 18 years old.
- Renting the pavilion includes use of half or whole pavilion as stated in contract, lights, electricity, picnic tables located in rental space and pavilion grills in rental space. It does NOT include the general area surrounding the pavilion, parking lots, playground.
- Special Activities: Use of commercial recreation vendors and other resources for special event activities (moonwalks, dunk tank, clowns, pony rides, tents, etc.) are not allowed in the Pavilion Rental.

- Catering: A Food Service Authorization Form must be completed if a caterer will serve any food or beverage. This form must be filled out and signed by both the renter and the caterer. The completed form must be submitted to the City of Lilburn at least 2 weeks prior to the event. In addition, an insurance policy from the caterer must be on file at the City of Lilburn at least 2 weeks prior to the rental date. This insurance must list City of Lilburn as an additional insured on the policy. (Please see Food Service Authorization Form for details of amounts and types of insurance required.) Failure to provide this information will result in caterer not being allowed to serve food at the event.

- City of Lilburn 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.

- All noise level ordinances must be obeyed at all times. City of Lilburn staff will monitor this and notify renter of any necessary adjustments. Amplified sound (live bands, DJ equipment, large speakers, etc.) is not allowed in the pavilion.

- No person shall use under the pavilion any unauthorized equipment (i.e., bicycles, skateboards, roller blades, sidewalk chalk, cleats, etc.)

Gartrell Nash Pavilion Rental Application

Usage Policy

- Masking tape or scotch tape only is permitted for decorating purposes. Balloons are allowed as long as they are disposed of properly at the conclusion of the event. Prohibited items include, but are not limited to, silly string, confetti, water balloons and other similar items. Balloon releases are NOT allowed. Only drip-less candles contained in a hurricane globe or votive are allowed and must be extinguished immediately following the event.

- Animals, except service animals, are not allowed in the pavilion.

- All fires must be contained in grills. The City of Lilburn must approve any additional grills being brought into the park at least 2 weeks prior to your event and will designate an area where the grill may be placed. No other cooking equipment required for onsite food preparation is allowed (i.e., deep fryers, smokers, etc.).
- All equipment being brought into the park must be specified at the time the reservation is secured and must comply with all applicable rules and ordinances.
- **The use of alcoholic beverages is prohibited at all City of Lilburn facilities except in accordance with the City's Alcohol Ordinance, unless purchased from authorized restaurants in the hospitality zone.**
- Renter will be liable for all damages that occur during the contracted rental period. The deposit will be refunded the following business day of rental date except under the following circumstances:
 - a) There is damage to the facility, furnishings, or grounds. Renter will be billed for all damages in excess of the damage deposit.
 - b) The pavilion is not left in the same clean condition in which it was found.
 - c) Renter arrives before contracted rental time or leaves after contracted rental departure time.
 - d) Any rental guest displays improper conduct as determined by the Park Attendant or Lilburn Police. Improper conduct shall include, but not be limited to, apparent intoxication, abusive or threatening language, physical violence and/or lewd behavior.
 - e) Violation of any city, county, state, or federal law while using the facility.
 - f) If any part of the contract is falsified or misrepresented (i.e., having a larger group than stated on the contract).



Gartrell Nash Pavilion Rental Application Usage Policy

A Park Attendant should be available to meet the renter prior to the start of the pavilion rental. The Park Attendant may be reached during the rental by calling 404.668.6171. The attendant is responsible for:

1. Ensuring that the pavilion is clean prior to your rental time.
2. Emptying pavilion trash cans throughout the event, as needed.
3. Cleaning and restocking the restroom throughout your rental.
4. Keeping other park-goers out of the pavilion area who are not associated with your group.
5. Monitoring the rental and being available should an issue arise.

Staffing: The City of Lilburn reserves the right to determine necessary staff requirements. You may also request additional support for your rental (security, traffic assistance, cleanup) upon approval of your rental contract. These additional costs, whether requested or assigned, will be quoted to you within five (5) business days of your application.

Cleanup: Renter is responsible for all cleanup! **Pavilion should be left in the same manner as it was found!** For large groups, please allow at least one (1) hour for the cleanup process. Clean up may include the removal of all decorations, tape; garbage removed from receptacles, tied, and placed in trashcans (liners provided by City of Lilburn). In addition, all directional signage and items brought to the pavilion for your event also need to be removed.

Indemnification. Upon request to use/rent properties and/or facilities of the City of Lilburn, the undersigned does hereby agree to indemnify and hold harmless the City of Lilburn for any claims or purported claims arising by virtue of the use by the undersigned other than arising from the negligence or misconduct of the City of Lilburn. Facilities and/or properties are described as: City-owned properties, to include: City buildings and parking facilities, City Park, City Greenway Trail(s) and all natural water features contained within City properties (Camp Creek and Jackson Creek).

Suitability. Renter acknowledges and agrees that Renter is encouraged to examine and inspect City of Lilburn Rental Facility to assess its condition, suitability, and fitness for Renter's permitted use. Accordingly, Renter acknowledges and agrees that CITY OF LILBURN 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 CITY OF LILBURN 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 my security and damage deposit. I understand that any City of Lilburn Staff or the Park Attendant 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 Lilburn.

Renter's Signature

Date

Renter's Printed Name



Food Service Authorization Form Catering Contract

THIS FORM MUST BE SUBMITTED AT LEAST TWO (2) WEEKS PRIOR TO YOUR EVENT IF A CATERER WILL SERVE ANY FOOD OF BEVERAGE. FAILURE TO DO SO WILL RESULT IN THE DENIAL OF THE CATERING COMPANY BEING ABLE TO HAVE ACCESS TO THE PARK GROUND.

Renter's Name: _____ Event Time: _____ Event Location: _____

Catering Company: _____ Email: _____

Catering Company Contact: _____ Phone: _____

Catering On-Site Contact: _____ Phone: _____

Description of Catering Company Services: _____

*Attach copy of Caterer's Insurance.

Catering Company Insurance Requirements:

City of Lilburn must be listed as additionally insured on all policies as: City of Lilburn
340 Main Street
Lilburn, GA 30047

Policy Effective Date: _____ Policy Expiration Date: _____

1. Comprehensive General Liability Insurance
 - a. \$500,000 limit of liability per occurrence for bodily injury and property damage.
 - b. Blanket Contractual Liability (defined in the standard general liability policy).
 - c. Products/Complete Operations Insurance (provides coverage is someone becomes sick from eating the food that the catering company prepares).
 - d. Personal Injury Coverage (provides coverage for slander, libel, defamation, etc. does not apply to bodily injury or property damage).

2. Workers Compensation Insurance and Employers' Liability
 - a. Bodily Injury by Accident - \$100,000
 - b. Bodily Injury by Disease - \$500,000
 - c. Bodily Injury by Disease - \$500,000

3. Auto Liability (only required if auto is on premises)
 - a. \$500,00 limit per occurrence for bodily injury and property damage.
 - b. Comprehensive form covering all owned, non-owned and hired vehicles.



Food Service Authorization Form

Usage Policy

PLEASE INITIAL ON EACH LINE TO SHOW THAT YOU HAVE READ AND UNDERSTAND EACH STATEMENT

- Catering companies must have required insurance as stated above and must list the City of Lilburn as co-insured. Failure to submit this form and the necessary insurance at least two (2) weeks prior to the rental will result in the denial of the catering company being granted access to the park grounds.
- All setup, breakdown, and cleanup must be included in the rental time and must not exceed the before or after contracted rental hours. If rental hours are exceeded, an hourly fee based on the rental fee will be assessed for any hour or portion of an hour over the contract period.
- Set up includes decorating the pavilion. There will be no access to the facility prior to the contracted rental time, as stated above.
- Cleanup of the pavilion is the responsibility of the (check one): Renter Caterer

and includes the following:

- a) Sweep or blow off dirt from under the pavilion.
 - b) Hose down any sticky substance left on the floor or tables, etc.
 - c) Ensure all decorations are removed from the pavilion
 - d) Put all trash in cans and removal of trash to dumpster, located at City Maintenance Building, 107 Railroad Avenue.
- A Park Attendant from City of Lilburn Parks & Recreation may be on site from start to finish of the rental. The attendant will assist the catering company with any problems associated with the rental including any electrical needs and access to water hook-ups. The attendant has access to locked gates and cleaning supplies needed to clean at the conclusion of the rental. The Park Attendant may be reached during the rental at 404.668.6171.

Renter's Signature

Catering Company Contact's Signature

In case of cancellation due to bad weather, family emergencies, and/or issues with your rental, contact the Park Attendant at 404.668.6171.
IN CASE OF A LIFE-THREATENING EMERGENCY, CALL THE POLICE AT 911.

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