

City of Zebulon 2021 City Park Rental Application

Name:

Phone:

Address:

E-Mail:

City, State, Zip:

Driver's License Number:

State Issued:

D.O.B.

Date of Rental _____ Time requested _____

Number of People:

Subject to the following conditions with which licensee agrees to confirm:

1. **RESERVATION TERMS:** All fees must be paid and a signed rental application submitted at the time of your reservation.
2. **MINIMUM AGE:** You must be 18 years of age to reserve the City Park for a private party.
3. **COMPLIANCE AND INDEMNIFICATION:** Licensee will comply with all laws of the United States and the State of Georgia, with all ordinances of the City of Zebulon, rules and regulations for the City Park (in its said use) and will not permit anything to be done on the City Park in violation thereof. If you violate any of the terms or conditions of this License Agreement, the City of Zebulon shall have the right to immediately terminate this Agreement without notice or refund, and the City of Zebulon may pursue all of its rights and remedies at law or inequity including, without limitation, the right to recover court costs and attorney fees. Licensee releases the City of Zebulon and its officers, agents, elected and appointed officials and employees from and waives all claims for damages to person or property sustained by Licensee or by any occupant of the City Park, or by any other person, resulting directly or indirectly from fire or other casualty, or any cause or any existing or future condition, defect, matter or thing in or about the City Park or any part thereof, or from any equipment or appurtenance therein, or from any accident in or about the City Park, or from any act or neglect of any other occupant of the City Park or any part thereof or of any other person. Said release and waiver shall apply especially, but not exclusively, without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the occurrences specifically enumerated above, or from any other thing or circumstance, whether of a like nature or of a wholly different nature. If any damage to the City Park or any equipment or appurtenance therein, whether belonging to the City of Zebulon or to other occupants of City Park results from any act or neglect of Licensee, its agents, guests, licensees or invitees, Licensee shall be liable therefore and City of Zebulon may at its option repair such damage and Licensee shall upon demand by City of Zebulon reimburse City of Zebulon for all costs and expenses of such repairs and damages in excess of amounts, if any, paid to City of Zebulon under insurance covering such damages. All personal property belonging to Licensee shall be there at the risk of Licensee and City of Zebulon shall not be liable for damage thereto or theft or misappropriation thereof. To the extent not prohibited by law, Licensee hereby indemnifies, protects, defends and holds harmless City of Zebulon and its officers, agents, elected and appointed officials and employees from and against any and all loss, damages, liabilities, claims, liens, costs and expenses, including, without limitation, reasonable attorneys' fees, in connection with injuries to any persons or damage to or theft or misappropriation or loss of property occurring in or about the City Park, or arising from Licensee's

occupancy of the City Park, or from any activity, work, or thing done, permitted or suffered by Licensee in or about the City Park, or from any breach or default on the part of Licensee in the performance of any covenant or agreement on the part of Licensee to be performed pursuant to the terms of this License Agreement, or due to any other act or omission of Licensee or any of its employees, customers, agents, licensees, invitees or contractors. Notwithstanding the foregoing, no agreement of Licensee in this Section 3 shall be deemed to exempt City of Zebulon from liability or damages for injury to persons or damage to property caused by or resulting from the gross negligence or willful misconduct of City of Zebulon, or its officers, agents or employees.

4. **CANCELLATION:** Should you decide to cancel your reservation, the amount received is refundable upon written request to the City of Zebulon for their approval, a minimum of thirty (30) calendar days prior to your private party date. No refunds will be given due to bad weather (unless the City of Zebulon cancels this License Agreement because of weather conditions) or late cancellations. Approval of this License Agreement has been granted with the understanding that the City of Zebulon reserves the right to cancel this Agreement, with or without notice, and refund all monies paid in the event that the facility becomes unavailable because of weather conditions or some physical condition as determined by the City of Zebulon. If you violate any of the terms or conditions of this Agreement, City of Zebulon shall have the right to immediately terminate this Agreement without notice or refund, and City of Zebulon may pursue all of its' rights and remedies at law or in equity including, without limitation, the right to recover court costs and attorney fees.

5. **ALCOHOL:** No alcoholic beverages are to be served or consumed at the City Park.

6. **NO GLASS:** Glass containers of any kind are strictly prohibited.

7. **NO LITTER:** Leave the City Park clean, placing all paper and other debris in receptacles furnished at the City Park. Do not pour any solution on grass, trees, or vegetation.

I have read and completely understand the above License Agreement and agree to be bound by the terms and conditions:

Printed Name: _____

Signed _____

Date _____

Deposit Information:

Please place a check mark beside the category that applies to you:

_____ A \$50 refundable deposit will be charged to City residents with a water account. The entire amount will be refunded upon completion of a satisfactory review of the condition of the park after use.

_____ A \$100 deposit will be charged to non-city residents (citizens with no water account). \$50 of this amount will be refunded upon completion of a satisfactory review of the condition of the park after use.

_____ A \$25 non-refundable fee will be charged for the use of inflatable items that do not require water. This charge is in addition to the initial deposit amount. Use of inflatable items will be approved upon receipt of proof of insurance coverage from the applicant.

_____ A \$50 non-refundable fee will be charged for the use of inflatable items that require water. This charge is in addition to the initial deposit amount. Use of inflatable items will be approved upon receipt of proof of insurance coverage from the applicant.

Security Deposit \$

Date Paid

Receipt Number

* * * *THERE WILL BE A \$30 SERVICE FEE CHARGED FOR ALL RETURNED CHECKS* * * *