

City of Flowery Branch
Reservation Application
City Park

Organization/Family/Group: _____

Representative: _____

Address: _____

City: _____ State: _____ Zip: _____

Daytime Phone: _____ Evening Phone: _____

Cell Phone: _____ E-Mail Address: _____

Reservation: Date: _____ Time: _____ to _____

Purpose: _____

Number of Guests: _____

By signing below, I am stating that I have received and read a copy of the "Policy Regulating Use of The Flowery Branch City Park as established by the City of Flowery Branch. I also agree that my Organization/Family/Group will abide by the aforementioned established policy for use of the facility and we will be responsible for any damages to City Property resulting from the use of this facility, whether intentional, through negligence, or accidental, as stated in the policy.

"I hereby release the City of Flowery Branch, and its employees, and agents for injury to person or property, from whatever cause, which may occur during my use of the City Park and I hereby indemnify and hold the City of Flowery Branch and its employees and agents harmless from any and all injuries, claims, damages, suits and costs from whatever cause arising from my use of the City Park.

Signature: _____ Date: _____

****PLEASE NOTE ALCOHOL IS PROHIBITED AT THE CITY PARK****

Make check payable to the City of Flowery Branch

Office Use Only:

Rental Fee: \$ _____ Check # _____

Application Fee Accepted By: _____

THE FLOWERY BRANCH CITY PARK

GUIDELINES FOR PARK USE

GENERAL GUIDELINES

HOURS: The City Park will be available for rent during the following times:

April – October between the hours of 6:00 a.m. and 11:00 p.m.

November – March between the hours of 6:00 a.m. and 8:00 p.m.

MUSIC: Music on Park property should be appropriate to the environment; amplified music is not allowed. Under the Flowery Branch Nuisance Ordinance, excessive noise is forbidden at any time of the day or night.

RESERVATIONS: The Pavilion hosts 4, 6 foot picnic tables, other picnic tables are located throughout the park. There is also a grill available for use. Ask for the key when you make your reservation.

1. All reservation requests are subject to evaluation and approval of the City of Flowery Branch on the basis of property scheduling, staffing needs and availability, potential for damage to the property, and other valid considerations.
2. Anyone seeking to use the Flowery Branch City Park must be willing to:
 - a. sign a formal Letter of Agreement for the property;
 - b. abide by the Guidelines for use contained herein;
 - c. respect the integrity of the property.
3. Individuals reserving the City Park must be at least 21 years of age and must present a valid driver's license (with photo) in order to do so. Children and teenagers may not be left unattended on the premises without adult supervision.
4. When making a request to rent the property, you must provide full information concerning the type and purpose of the event being planned, together with all details requested, which will be noted in the Letter of Agreement; e.g., time, number of guests, name of organization or individual responsible for payment of fees, etc.
5. In requesting the use of the Flowery Branch City Park, you (or your organization) agree to assume full financial liability and responsibility for any damage to the property and for any accident or injury incurred by you or your guests during or as a result of such use; or any claims arising thereof; you agree to indemnify and save harmless the City of Flowery Branch from and against any and all liability, loss cost or expense including reasonable attorney's fees, arising out of any action or proceeding resulting from personal injury or accident or loss of or damage to property resulting from attendance and usage of this property and any

other property assigned for use by you, your members, agents, employees, assigns, or guests in connection with the function.

REGULATIONS:

1. Alcohol is prohibited at the City Park.
2. Swimming is prohibited at the City Park.
3. If you are fishing, you must have a valid Georgia fishing license.
4. Children are to be under close supervision at all times.
5. All property of the renter, including decorations and trash, must be removed from the premises immediately following the function. Noncompliance forfeits security deposit.
6. LESSEE shall be liable for any and all damages to the leased facility, including but not limited to any damages caused by LESSEE's own acts or acts of any persons on the leased premises as a result of the event sponsored by the LESSEE. In addition LESSEE shall indemnify and hold the City of Flowery Branch harmless for any and all damages to persons or property arising from LESSEE's operation or use of the leased facility.
7. Nothing contained in this Agreement shall prevent the LESSOR, its officers and/or authorized agents from removing any party or parties who, in the sole discretion of the LESSOR, its officers and/or authorized agents, is acting in a disruptive manner or causing an unnecessary risk of harm to persons or to property of the leased facility. LESSEE agrees to indemnify and hold LESSOR harmless from any and all liability arising from the removal of such person or persons. Notwithstanding the forgoing provisions LESSEE acknowledges and agrees that it is solely responsible for controlling the conduct of its guests using the leased facility.
8. LESSEE accepts the Pavilion in good order and repair and agrees to return it to the City in the same condition, normal wear accepted.
9. This agreement does not cover any space or accommodations other than those listed on the letter of agreement.
10. LESSOR reserves the right, without notice, to cancel this lease at any time whatsoever, if, in the determination of the LESSOR, cancellation is necessary to protect the health, welfare, morality or safety of the public, or if the premises is used for any purpose other than that specified in this lease, or if LESSEE's use constitutes a nuisance or is in any other way in violation of the laws or ordinances of the City of Flowery Branch or the State of Georgia. In the event of a cancellation of this agreement, LESSEE shall have no claim of any character against LESSOR by reason of such cancellation.

Non Compliance will forfeit security deposit.

MAINTENANCE FEE SCHEDULE

Exceptions to this maintenance fee schedule can only be made by approval of the City of Flowery Branch.

1. Residents & Non-profit organizations:

\$ 30.00 for three (3) hours

\$ 60.00 for six (6) hours

\$ 25.00 Cleaning fee (If not cleaned up prior to departure)

All fees are to be paid at time of reservation.

2. For any function, the total of maintenance fees and an approved application must be received by the reservation clerk before a reservation will be guaranteed.
3. Any additional maintenance/cleaning fees will be billed promptly following the event. All balances are due upon presentation and must be paid within thirty (30) days of billing or be subject to interest at the rate of 1.5% per month.

CANCELLATION OF LETTER OF AGREEMENT:

Written notice is required to cancel a reservation agreement. Upon cancellation rental fees will be returned less a \$10.00 administrative fee.

LOCATION: The Flowery Branch City Park is located at 6111 Mitchell Street, Flowery Branch, GA 30542.

MAINTENANCE FEES ARE SUBJECT TO CHANGE WITHOUT NOTICE.