

**WATER WORKS PARK- RESERVOIR BUILDING  
RENTAL AGREEMENT**

THIS AGREEMENT is executed as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF BAXLEY, GEORGIA ("CITY") and the undersigned "USER", for the use of the Reservoir Building ("Building") located at Waterworks Park (the "Park") in the City of Baxley.

**RECITALS :**

- A. USER desires to use the Building for a private, non-profit purpose.
- B. CITY is providing use of the Building at the Park to USER at no cost, in consideration of USER'S compliance with the Guidelines for the use of the Building and Park. USER acknowledges receipt and familiarity with the said Guidelines and agrees to comply with them.
- C. CITY is not involved in any manner with the event and activities planned and to be conducted at the Building by USER and USER'S guests.

FOR AND IN CONSIDERATION of the benefits of hosting and participating in the event and activities sponsored by USER at the Building, and other good and valuable consideration received and acknowledged, it is agreed as follows:

Type of Event:

1. *Event Date:* \_\_\_\_\_.
2. *Time:* From \_\_\_\_\_ to \_\_\_\_\_.
3. *Security Deposit:* One Hundred Dollars (\$100) required at time of signing. Security Deposit (or balance after deducting costs of damage and/or clean-up) will be refunded within three business days after use.
4. *Damage; Clean-Up.* USER will be responsible for any damage to the Building and Park due to USER'S use, and will leave the Building and Park in as good and clean condition as found.
5. *Assumption of Risk.* USER and each of USER'S guests, members, employees and agents shall enter upon the Park and Building property at their own risk, acknowledging and assuming all risk, chance or hazard of injury or damage which may occur to any person or property arising out of the use of the Building.
6. *Release:* USER has released and discharged, and by these presents for USER, heirs, legal representatives, assigns, guests and agents, does release, remise, acquit and forever discharge CITY and its officials (elected and appointed), employees and agents, of and from any and all actions whatsoever on account of, or any way growing out of, any personal injury (including death) and/or property damage which may result from or be in any manner related to any activity associated with any event and/or activity sponsored or organized by USER that occurs at the Building or the Park.
7. *Indemnity:* USER shall indemnify and hold CITY harmless from any and all claims, demands, actions or causes of action arising out of the event and/or activities conducted or occurring in or about the Building and Park during the event period, due to act or negligence of USER or any person connected with the event and/or any activity connected with the event. USER shall also indemnify CITY against all costs, counsel fees and liabilities incurred in or about any such claim or in or about any action or proceeding brought thereon, and in case any action or proceedings be brought against CITY by reason of any such claim, USER shall, on notice from CITY, resist or defend such action or proceeding by counsel satisfactory to CITY.

IN WITNESS WHEREOF, CITY and USER have signed and sealed this Agreement.

USER  
By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No: \_\_\_\_\_

CITY OF BAXLEY  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

## **Water Works Park-Reservoir Building Rental Guidelines**

**Use:** Reservoir Building will be available for use by non-profit organizations and persons or organizations holding non-profit functions. The Park grounds are open to the public at all times and will not be closed for private functions. Reservoir Building hours of use are from 8:00 a.m.-12:00 midnight.

**Amenities:** Eight (8) round tables, two (2) rectangular tables, & sixty (60) chairs. Amenities provided are not to be removed from the Reservoir Building.

**Maximum seating capacity:** Sixty (60).

**Scheduling:** Events are to be scheduled no more than six months in advance and not less than three business days prior to use. The key to the Reservoir Building may be picked up two (2) days in advance. Regular business hours for Baxley City Hall are 8:00 a.m.-5:00 p.m. Monday-Friday.

**Security Deposit:** A security deposit of \$100.00 is required for any event. Any damage or clean-up above the initial security deposit will be the responsibility of the renting party. If the Building is returned to its original state at the time of rental and no damage is noted or additional clean-up required, the security deposit will be returned within three (3) business days.

**Food and drink:** Food and drink are allowed. No kitchen facility is provided.

**Alcohol and tobacco products:** Alcoholic beverages or tobacco products are not permitted inside the Building or on park grounds at any time.

**Posters and signs:** No posters, signs, or any other form of decoration may be attached to any surface of the Building.

### **Cleaning:**

1. Floor must be swept and carpet vacuumed.
2. All trash containers must be emptied and trash placed in outside containers.
3. Tables and chairs must be stacked and returned to original locations.
4. All equipment must be turned off and returned to original location.

**Damage or non-compliance:** Any damage to the Building or failure to comply with guidelines will result in the loss of deposit and the offending party being banned from future use of the building. Renting party will be responsible for any costs of damage repair or replacement or additional cleaning.

**Contact:** Baxley City Hall, 282 East Parker St, Baxley, GA 31513,  
Phone 912-367-8300, Fax 912-367-8304.

## WATER WORKS PARK GUIDELINES

Water Works Park is open to the public at all times and will not be closed for private rental.

Hours of Fountain Operation: 8:00 a.m.-10:00 p.m.

Clothing or appropriate bathing suit attire should be worn at all times on Park grounds.

Alcoholic beverages or tobacco products are not permitted on park grounds at any time.

No fireworks allowed on Park grounds.

No inflatables may be brought onto Park grounds.

No skateboards, bicycles, or rollerblades are allowed on Park grounds.

No tents, staking, stapling, or tying off on Park grounds without prior approval.

Grilling is permitted in the adjacent lot with the pavilion but not on Park grounds.

Park is under the jurisdiction of the Baxley Police Department.

**ALL TRASH & PERSONAL ITEMS MUST BE REMOVED ON THE DAY THAT THE BUILDING HAS BEEN RESERVED OR YOUR DEPOSIT WILL NOT BE REFUNDED.**

**DECORATING/PREPARATIONS CAN ONLY BE DONE ON THE DAY OF RESERVATION.**

**CLEAN UP CAN ONLY BE DONE ON THE DAY OF RESERVATION.**