

PARK PAVILION RENTAL AGREEMENT

Refund/Cancellation Policy

Renter Cancellation. Reservations must be cancelled at least fourteen (14) days prior to reservation date to receive a full refund. Reservations cancelled within fourteen (14) days of the reservation date will be charged a 20% administrative fee. Cancellation requests are made through the Parks and Recreation Administration Office staff at (512) 930-3595 during regular office hours, Monday – Friday, 8 a.m. – 5 p.m.

Inclement Weather. In the event of inclement weather, a full refund will be given if the renter is unable to utilize at least two (2) hours of their reserved time. Renter must contact the Parks and Recreation Administration Office staff by the end of the next business day to be eligible for a refund.

Refunds. Refunds will be processed either in the original form of payment (e.g. credit card) or in the form of a check from the City of Georgetown. Allow thirty (30) days for processing.

General Policies for Use

Contact Information. Regular Business Hours: 8 a.m. – 5 p.m., Monday – Friday excluding holidays
Phone: (512) 930-3595 Email: parks@georgetown.org Website: <https://parks.georgetown.org/>

Reservations. Reservations can be made up to 6 months in advance. Reservation fees are due, in full, at the time of booking. Confirmed reservations are posted in the kiosk at or near your pavilion prior to the reservation time. Take a copy of your receipt and rental agreement with you to your reservation. If someone is in your pavilion at the time of your reservation, you may ask them to leave. If they refuse to leave you can contact the Georgetown Police Department, on their non-emergency line at (512) 930-3510 for assistance. The Parks and Recreation Department may close certain facilities or amenities at a facility or park due to weather conditions, safety issues, repairs, or maintenance. We will make efforts to contact you if these circumstances arise and will impact your reservation. Anticipated attendance should not exceed the pavilion capacity. If attendance exceeds the maximum capacity, the renter will be charged a parkland reservation fee to be paid prior to the reservation and a park permit may be required. The time frame of your reservation includes all set up and clean up time; no additional time is allotted for these activities. Renters are responsible for all set up, tear down and clean up. All trash must be disposed of properly. Individuals and organizations reserving facilities are responsible for all damages to the facility and/or equipment that occurs as a result of the reservation. Failure to pay fees for damaged property will result in the loss of future reservation privileges and/or future admittance into the park. Renters are responsible to inform their guests/event attendees of all park rules and regulations. Use of the reserved area does not in any way imply that the Georgetown Parks and Recreation Department or the City of Georgetown endorses, encourages, or approves of the purpose of the user.

Burn Ban and Grills. Park grills are onsite at most pavilions but may not be used during a burn ban. Any open flame during a burn ban is prohibited. A county wide burn ban could affect your reservation if you plan to cook on an open flame. Check for Williamson County Burn Ban status at Wilco.org. The County Commissioners meet every Tuesday and determine the burn ban status.

Parking. Park in designated parking spaces. Do not drive or park on the grass for any reason, including loading/unloading vehicles.

Decorations. Do not use any materials that would damage the pavilion, concrete pad, sidewalks, or turf surrounding the pavilion. Remove all decorations by the end of your reserved time. Synthetic or colored flower petals, confetti, rice, seeds, glitter, pinatas, sidewalk chalk, silly string, water balloons or anything that would leave sticky residue behind or any item that you cannot remove from the pavilion, concrete, or the surrounding turf is not permitted.

Prohibited Items. Glass bottles, power strips, bounce houses with water, tents, and canopies larger than 200 sq.ft. are some prohibited items. Check this website for a list of prohibited items: <https://parks.georgetown.org/park-curfews-and-rules/>

Special Events. Notify us of any special events you are hosting. These may require a Park Event Permit or a City of Georgetown Special Events Permit. Events with music, over pavilion capacity, special events, etc. must be approved by staff and may require additional fees or permitting.

- Please contact (512) 930-3595 for more information and check the websites below.
- For information on Park Event Permit – https://cityofgeorgetowntx.formstack.com/forms/parks_event_permit
- For City of Georgetown Special Events Permit – <https://specialevents.georgetown.org/>

Park Curfew and Rules. In addition to the policies listed on the rental agreement, additional park curfew and rules must be adhered to and can be found at this website: <https://parks.georgetown.org/park-curfews-and-rules/>

Mobile Food Vendors

- Mobile food vendors must provide a copy of Certificate of Insurance showing proof of liability coverage. Coverage must include a minimum of \$1,000,000 general liability & products completed. City of Georgetown must be listed as additional insured and certificate holder through reservation date(s).
- A City of Georgetown Mobile Food Vendor Permit is required. This permit is obtained through the Georgetown Fire Department and requires inspection. A valid City of Georgetown Mobile Food Vendor Permit must be submitted to Parks and Recreation Administration no less than 2 (two) weeks prior to reservation date.
- A Williamson County & Cities Health Department Mobile Food Establishment Permit is required. This application must be submitted to and approved by the Williamson County & Cities Health Department prior to the reserved date(s). A fee will be required. A valid WCCHD Mobile Food Establishment Permit must be submitted to Parks and Recreation Administration no less than 2 (two) weeks prior to reservation date.

Assistance After Business Hours. If you require assistance with your pavilion after regular business hours, you may contact our park on-call employee at (512) 215-1889. They will not be able to assist you with scheduling, payments, or refunds.

City of Georgetown Liability Waiver and Assumption of Risk

To participate or use the City premises, facilities, equipment, services, activities, products, or other programs of any kind, whether available indoors or outdoors (“Recreational Services”), you must carefully read and agree to the following:

1. **ASSUMPTION OF RISK.** I understand that there are inherent dangers, hazards, damages, and risks of injury (including, but not limited to, death) (“Risks of Injury”) in the use of the City’s Recreational Services, and that certain activities, including but not limited to activities involving animals, nature, or other elements outside the City’s control, carry a heightened Risk of Injury. **I UNDERSTAND THAT THE RISK OF INJURY FROM USING THE CITY’S RECREATIONAL SERVICES MAY BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE CITY, INCLUDING THE CITY’S GROSS NEGLIGENCE. I FULLY UNDERSTAND, AND VOLUNTARILY AND WILLINGLY ASSUME, THE RISKS OF INJURY.**
2. **WAIVER OF LIABILITY.** I hereby voluntarily and **FOREVER RELEASE** and discharge the City from, covenant and agree not to sue the City for, and **WAIVE**, any claims, demands, actions, causes of action, debts, damages, losses, costs, fees, expenses or any other alleged liabilities or obligations of any kind or nature, whether known or unknown (collectively, “Claims”) for any injuries to me and any minors in my custody or care that result during use of or participation in the City’s Recreational Services, including but not limited to any Claims that arise out of, result from, or are caused by any **NEGLIGENCE OF, INCLUDING GROSS NEGLIGENCE, the City, me, any minors, any other participants in the City’s Recreational Services (collectively, “Negligence Claims”).**

a. Negligence Claims. I understand that Negligence Claims include but are not limited to the City’s (1) negligent design, construction (including renovation and alteration), repair maintenance, operation, supervision, monitoring, or provision of City Premises and Services; (2) negligent failure to warn of or remove a hazardous, unsafe, dangerous or defective condition; (3) negligent failure to provide or keep premises in a reasonably safe condition; (4) negligent provision or failure to provide emergency care; (5) negligent provision of services or instruction; and (6) negligent hiring, selection, training, instruction, certification, supervision or retention of employees, independent contractors or volunteers; or (7) other negligent act(s) or omission(s), **INCLUDING GROSS NEGLIGENCE.**

b. Fees and Costs. I specifically agree that, if I (on my own behalf or on behalf of another, including an estate) assert a Negligence Claim against the City and/or breach my agreement not to sue the City, I will pay all reasonable fees (including attorneys' fees), costs and expenses incurred by the City ("the City's Fees and Costs") to defend (1) the Negligence Claim(s) and (2) all other Claims based on the same facts as the Negligence Claim(s).

3. **PHOTOGRAPH RELEASE.** In consideration of being allowed to participate in any Recreational Services, I hereby grant to the City and any third party providing services to the City the absolute and irrevocable right and permission to capture, use, reuse, and publish all pictures, videos, images, or representations ("Images") of me and/or any minor participants listed herein taken in the course of any Recreational Services. I fully understand that I hold no control over the use of the Image(s) in which I and/or the minor participants are pictured. Further, I grant to the City and any third party providing services to the City the right to use my name and/or the names of the minor participants alongside these Images for promotional, commercial, or internal purposes. I hereby release the City and the photographer from any and all Claims relating to, arising out of, or in connection with the City's use, reuse, or publication of any Images of me or minor participants in my custody.

I have read and understood all terms and conditions of this agreement, including specifically the assumption of risk and waiver of liability provisions under which **I am relinquishing legal rights, and I am signing it freely. Therefore, I knowingly and expressly forever waive and release all Claims I or any minors in my custody or care may have against the City that result from the Recreational Services.** I agree to defend, indemnify, and hold harmless the City, its employee(s), agent(s), representative(s), volunteer(s), and assigns for any and all injuries, harm, or damage, whether to myself, minors in my custody or care, or property, that result through participation in the City's Recreational Services.