



BHS PARK AMPHITHEATER USE CONTRACT

372 Oak Street; Hiram, Georgia 30141
Phone: 770-943-3726 x2001 Fax: 770-439-2372
Weekend Park Ranger: 770-943-3726 x3201

Please fill in all yellow highlighted areas below.

AMPHITHEATER RENTAL REQUIRES RENTAL OF PAVILION 1

PLEASE NOTE: The rental of the Amphitheater is for personal use only, NO public events

Start Time: _____ **End Time:** _____ **Rental Date:** _____
(Must Include Set Up/Clean Up Time) Sun / Mon / Tue / Wed / Thu / Fri / Sat

Amphitheater/Pavilion 1 Rate: City of Hiram Resident - 3 hour minimum = \$100.00
(Note: A City of Hiram resident receives water and/or sanitation services from the City of Hiram)
Non-Resident – 3 hour minimum = \$150.00
Additional Hour(s) rate: \$25.00/hour (Max 2 additional hours)
Power: Additional \$75.00

Person Reserving the Amphitheater/Pavilion 1: _____
(Must be at least 21 years of age. Copy of Driver's License Required)

Current Address: _____

City: _____ **State** _____ **Zip:** _____ **Email:** _____

Home Phone: _____ **Cell Phone:** _____

Type of Event: _____ **Number of expected attendees:** _____ **Time of arrival:** _____

NO ALCOHOL/TOBACCO: _____ **REQUIRE ELECTRICITY: YES / NO**
Initials

It is required that the total rental fee be paid in full at the time the contract is signed and submitted for the requested rental dates. If you must cancel your reservation, a refund will take place in accordance with the cancellation policy stated in the attached Rules/Regulations.

The undersigned individual/group agrees to abide by all policies of THE CITY OF HIRAM as stated in the "Rules and Regulations" as listed in this contract and understands that the violation of any policy would be cause for the individual or group to be barred from using the facility. This rental is for personal use only and cannot be advertised as an open to the public event, nor can a fee to attend event be charged.

Lessee Signature City of Hiram Representative Signature

FOR OFFICE USE ONLY:

Total Hours: _____ = \$ _____ + Electricity (\$75.00) Yes / No = **Total Amount Due:** \$ _____

Received: \$ _____ **Cash / Check #** _____ **Date Pd. :** _____ **Received by:** _____

Date Cancellation Received: _____ **Amount to be Refunded:** \$ _____

Initials _____ **Specific items that are not allowed at any time:**

- Inflatable apparatus' such as a moonwalk, slides, etc.
- Animal rides, dunk tanks, livestock, or automated rides.
- Personal mobile grills.
- Confetti, helium balloons, rice and birdseed (even in regards to a wedding)
- Fire, candles, tiki torches, sparklers and all other open flames
- Gasoline, explosives, oils, and other incendiary items
- Nails, tacks, staples, glue
- Scotch, masking, or duct tape
- Painting, staining, repairs, or alterations to change appearance or contours of said building or property
- No Alcoholic Beverages

Initials _____ Coolers containing water and/or ice must be emptied onto graveled areas only.

Initials _____ The lessee accepts the pavilion and grounds in good order and repair, and agrees to leave said pavilion (grounds, building, furniture, and equipment) in like condition, free of garbage or debris.

Initials _____ The Lessee shall be liable for any damages caused through their own act or the acts of anyone visiting the park upon the invitation of said lessee or any portion thereof or to persons or property for which the City is held responsible.

Initials _____ Lessor reserves the right through its officers or agents to reject any objectionable party or parties from Ben Hill Strickland Sr. Memorial Park. Upon exercise of his/her authority through any of its employees, agents, or police officers, Lessee hereby waives any and all claims for damages against the City of Hiram.

Initials _____ **THE AMPHITHEATER, EVEN THOUGH RENTED FOR YOUR EVENT, CANNOT REQUIRE THE SURROUNDING AREAS TO BE CLOSED. ALL OTHER ASPECTS OF THE PARK ARE AVAILABLE FOR PUBLIC USE. THE CITY OF HIRAM WILL NOT BE HELD RESPONSIBLE FOR INDIVIDUALS THAT WISH TO ATTEND ANY EVENT THAT TAKES PLACE AT THE AMPHITHEATER REGARDLESS OF WHETHER OR NOT THEY ARE PARTICIPANTS, FAMILY, FRIENDS, ETC.**

Initials _____ The Lessee hereby releases the City from any and all damages to persons or property during its use of park property. Lessee also agrees to indemnify and hold harmless the City against any and all claims sustained by any person, including the Lessee, which may result from the use of park property by Lessee. The indemnification herein agreed to by the Lessee shall include indemnification for negligent acts of the City or any of its agents, servants, or employees.

Initials _____ 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, or safety of the public, or if the premises are used in any way other than that specified by the 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 Hiram or the State of Georgia. In the event of the cancellation of this agreement, Lessee shall have no claim of any kind against the Lessor by reason of such cancellation.