



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:** \$ _____

CITY OF HIRAM RULES AND REGULATIONS

BEN HILL STRICKLAND SR. PARK AMPHITHEATER WITH PAVILION I

CANCELLATION POLICY: *To obtain a refund for a cancelled event, written notice of cancellation must be received 30 days prior to the scheduled event date for a full refund of rental fee. If cancelled less than 30 days prior to the event date, no refund will be given. THERE ARE NO REFUNDS FOR ADVERSE WEATHER.*

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

Initials _____ Park Hours are 7:00am to 11:00pm. Rental hours are between 8:00am and 10:00pm.

Initials _____ The hours that were reserved for your event are strictly enforced, which must include **set up and clean up times.**

Initials _____ Absolutely NO smoking, tobacco use or alcoholic beverages allowed on the park property.

Initials _____ All members of the party must adhere to the park rules. An adult must supervise children at all times.

Initials _____ Catered Function: If catered, all components need to be set up and removed within the reserved event times. No overnight or early drop offs. The park is a public facility. Any catering trucks (ex: The Varsity) at the park for an event become available to the public and must contact our Business License department at (770)943-3726 ext. 2013 for all needed permits prior to the event.

Initials _____ Lessee is prohibited from removing furnishings or equipment owned by the City of Hiram from the park and pavilions.

Initials _____ Do not pester or feed the wildlife in the pond and its surrounding areas.

Initials _____ Lessee or any other person or property cannot obstruct sidewalks and pathways.

Initials _____ No vehicles allowed beyond the parking areas at any time. Loading and unloading of vehicles must take place in the parking lot.

Initials _____ The Park cannot be closed for a private function and remains open to the public.

Initials _____ Parking spaces must remain open to the Public and cannot be reserved. Spaces are limited but available around the Park. There should be no parking at the Events Place or any surrounding private business or residence.

Initials _____ All Garbage must be placed in an available trashcan on the park grounds located near the pavilion area. Please bring additional garbage bags for all your party trash.

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

- 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

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.