



Graham Creek Nature Preserve Reservations Application for Event

Applications must be received at least two (2) weeks prior to the Event.

NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

TYPE OF EVENT: _____

DATE OF EVENT: _____ MAXIMUM NUMBER OF PERSONS: _____

TIMES OF EVENT: FROM _____ TO _____ (including set up and clean up)

DESCRIPTIONS OF ALL ACTIVITIES/FACILITIES INVOLVED (include food/ beverages served, tents, portable restrooms, power & water requirements, etc.):

I have read and understand the Rules and Regulations which govern my application and use of the Graham Creek Nature Preserve and its structures, and I hereby agree and consent to the same.

SIGNATURE OF APPLICANT: _____ DATE: _____

USAGE FEES _____ DEPOSITS \$500 BALANCE _____

FOR CITY USE ONLY

Date Application and Deposit Received: _____ Amount of Fee Received: _____

Application: APPROVED / DENIED (If Denied, Date Fee Returned to Applicant: _____)

Special Conditions (if any): _____

Signature of City Official: _____ Date: _____



RULES & REGULATIONS FOR NATURE PRESERVE USAGE

1. Structures within the Nature Preserve may be reserved for the following uses and activities: Nonprofit organization's public events; Weddings; Catered Receptions; Family Gatherings; Festivals; Competitions.
2. Users are responsible for adhering to and complying with all rules and regulations pertaining to the use of City parks. Any violation may result in additional fees. Application forms and fees must be submitted to the Nature Preserve Manager.
3. Any group or individual using the Nature Preserve upon signing the Reservations Application acknowledges the agreement of the indemnity and hold harmless agreement. The City of Foley, at its discretion, reserves the right to require the group or individual to obtain a special event insurance policy. The Applicant would be required to provide a Certificate of Insurance listing the City, its officers, agents and employees as additional insureds and reflecting such types and amounts of insurance coverage as deemed necessary by the City, at its sole discretion. The Applicant shall immediately notify the City of any policy changes or cancellations in coverage as reflected on the Certificate of Insurance. All race events shall be required to provide accident and general liability insurance with the City named on the policy as a co-insured.
4. A usage fee of \$500.00 will be charged per date of reservation to include electrical/water services for events over 100 people. Nonprofit organizations may request up to a 50% reduction of fees based on donations and volunteer assistance with the Graham Creek Nature Preserve. A minimum fee of \$250.00 shall be assessed for events. Baldwin County Board of Education shall be exempted from all fees for school events. 50% of the total for the usage fees shall be due upon execution of the rental contract. The remaining balance of the usage fees and deposits shall be due within 14 days of the event date.
5. Deposits of \$200.00 flat fee for clean up and a \$300 flat fee for facility damage shall be required for all rentals. The deposits will be forfeited is : (1) the clean-up of the facilities is unacceptable; (2) the facilities or any portion thereof is damaged, removed, or destroyed by acts or omissions of the Applicant. Its vendors, guests or attendees; or (3) the Applicant fails to comply with any other obligation under this Contract.
6. Set-up for events cannot begin before 7 AM. Events must end by 5 PM or 7 PM during daylight savings time. Clean-up must end and the Nature Preserve vacated by 6 PM or 8 PM during daylight savings time. Litter must be picked up as needed during the event. All trash accumulated during the event must be placed in an approved trash receptacle. At the conclusion of the event, a representative of the City will inspect the area. If the user has not cleaned up the Preserve and restored it to its original condition, the City will clean up the Preserve and charge the user for the services.
7. If additional portable restroom facilities are to be used, please indicate on the application form. Portable restroom facilities must be set-up and removed within 48 hours of the event. Location will have to be coordinated with the Nature Preserve manager.
8. Applicants must be over 18 years of age, and permittees and their guests must fully comply with all the requirements of any special conditions attached to the permit, rules of Preserve usage, all local ordinances, codes and regulations, as well as all state and federal laws.
9. The City reserves the right to deny a permit to anyone so it or another public agency may reserve a structure or so the structure can remain open to the general public. The City reserves the right to deny a permit to anyone if it finds that the event is likely to be contrary to the public health, safety and welfare of the community or it finds the use is likely to damage the Preserve, its structures or other public property. The City will deny the issuance of a permit to any applicant or organization which discriminates against any person due to race, religion, sex, age, national origin or disability.
10. The Permittee hereby agrees to indemnify and hold the City and its officers, employees and agents harmless for any and all claims for damages or injuries to persons or property resulting from the issuance of the permit or their use of the Preserve or its structures, and the Permittee will be responsible for the group's behavior and actions at all times.
11. The City assumes no liability or responsibility for loss of property or for injury or damage to person or property that may be sustained while on the Preserve premises, and the Permittee hereby released and agrees to hold the City harmless for the same.
12. The City expressly disclaims any warranty or representation as to the suitability or condition of the Preserve premises, and the Permittee and the Permittee's guests enter at their own risk.
13. Vendors for events shall be any person or entity who sells, exposes or offers for sale any food, beverage, or



merchandise. The Applicant shall provide to the City at least 7 days prior to the event date the name of the vendors the Applicant will use in addition to any other information reasonably requested by the City regarding the Applicant's use of the facility. Each vendor must present a copy of their current City business license to the City Revenue Department no less than three days prior to the event date.

14. Permittee shall provide adequate and sanitary portable restroom facilities from a company licensed by the Baldwin County Health Department in such quantity and type as required by all applicable federal, state or local laws. Said portable restroom facilities are required to be present and operational at all times during the event, but they may be installed immediately prior to the event and removed within a reasonable time after the conclusion of the event. All portable restroom facilities shall be located where designated by the Nature Preserve manager so as to minimize disruption on the usage of the Preserve and its sensitive areas. The Permittee is responsible for contacting the Baldwin County Health Department to obtain all necessary permits and for compliance with the Health Department's rules and regulations.
15. If a tent or other temporary facility will be used or erected in the Park, the Permittee shall obtain all necessary permits or approvals with the City of Foley Community Development Department prior to the event. A Permittee is allowed to erect or locate a tent or temporary structure immediately prior to the scheduled event and leave the tent or temporary structure in place after the conclusion of the event for a reasonable time without incurring additional rental charges from the City so long as its presence does not conflict or interfere with the City's, the public's or another Permittee's use of the Preserve or its structures. The tent or other temporary facility shall be located where designated by the Nature Preserve manager so as to minimize disruption on the usage of the Preserve and its sensitive areas.
16. No nails, tacks, brackets, or any material that will deface, mar or damage a finished surface will be allowed on or in walls, ceiling, or floors. No painting of any type will be permitted. No candles or open flames will be allowed. No decorations and/or banners will be placed on any structure prior to the day and time of use as outlined in the application form. All decorations must be removed from the structure at the end of rental hours. Any person(s) caught damaging or defacing any part of the Preserve or its structures will be prosecuted to the fullest extent of the law.
17. No person shall drive, park or store any vehicle, automobile, truck, motorcycle or bicycle within the Nature Preserve, except in areas specifically designated by the City for such purposes. No vehicle or person shall block any entrance, exit, parking area on or within the Preserve. Any parking area which is designated with a handicap parking sign shall be utilized only by handicapped persons as defined by Alabama law. The City has the authority to remove or tow any vehicle or equipment which is improperly parked, placed or stored anywhere within the Nature Preserve and the owner of such equipment or item shall be responsible for reimbursing the City for any and all towing or removal costs and expenses.
18. All terrain recreational vehicles such as four wheelers are prohibited from use within the Nature Preserve except by emergency personnel such as firefighters and police officers and Nature Preserve staff.
19. There shall be no hunting or trapping in the Nature Preserve or adjacent rights of way.
20. There shall be no camping or overnight stays within the Nature Preserve.
21. No person shall start or maintain a fire within the Nature Preserve except in existing grill areas.
22. All pets, such as dogs or cats must be detained by a leash when using the Nature Preserve. Horses may only use the trails identified for horseback riding. All animal waste must be collected by the owner and properly disposed in a waste receptacle.
23. No person or entity shall lease, sell or offer for sale any article, beverage, thing, privilege or service within, at, from or on the Nature Preserve. Furthermore, there shall be no begging, hawking, peddling or soliciting at, on or from the Nature Preserve. Notwithstanding such prohibitions, the City may grant a permit to allow the sale of food, beverages, or items approved by the City at its discretion for special events or under limited circumstances. The City can attach reasonable conditions to the granting of any such permit and may also charge a permit fee, as well as require any approved vendor to enter into a written contract or agreement with the City pursuant to the granting of any such permit.
24. Garbage and refuse shall be removed from the Nature Preserve by the person or persons creating or originating such garbage or refuse, unless properly deposited in garbage receptacles provided at the Nature Preserve by the City. Trash or garbage receptacles are for the use of Nature Preserve users only.
25. No person or entity shall deface, alter, disturb, or destroy any portion of the Nature Preserve, any property, structure, or building in the Nature Preserve, any tree, flora, fauna, or any similar item in the Nature Preserve. Any person or entity causing damage to the Nature Preserve (or to any tree, flora, fauna, structure, building, or



item within the Nature Preserve) shall be responsible for fully reimbursing the City for any and all costs and expenses associated with the repair of the damage or replacement of the damaged item.

26. No person or entity shall do any of the following at, from, or on the Nature Preserve:
- a. Either by word or act, indulge in any noisy, boisterous, disorderly, or indecent conduct
 - b. Disturb the peace
 - c. Disturb the good order of the community
 - d. Gamble or play any game of chance
 - e. Do or engage in any indecent, lascivious, lewd, or improper act or conduct
 - f. Be under the influence of alcohol or drugs
 - g. Consume or possess any alcoholic beverage or drugs or drug paraphernalia
 - h. Discharge any firearm
 - i. Possess, sell, light or discharge any fireworks
 - j. Engage in games that will deface, alter, disturb, or destroy any portion of the Nature Preserve.