



Amt. Pd. Date: Amt. Pd. Date: Amt. Pd. Date:

RULES FOR RESERVED USE OF HERITAGE PARK PAVILION

1. Applicants must be over 18 years of age, and permittees and their guests must fully comply with the requirements of any special conditions attached to the Permit, these Rules, all local ordinances, codes and regulations, as well as all state and federal laws. **Permittees must have a copy of the signed Permit with them at the event.**
2. Applications will be considered on a first come, first served basis from the actual date and time a completed application and fee are received by the City Recreation Department. A deposit equal to 50% of the total usage fees, not including the damage deposit, is required to secure the date. The remaining balance, plus damage deposit, should be paid no later than 2 weeks prior to the event.
3. The City reserves the right to deny a permit to anyone so it or another public agency can use the Pavilion or so the Pavilion can remain open to the general public. Use of the Pavilion is primarily for City of Foley residents or groups which are based in the City of Foley. The City reserves the right to deny a permit to anyone if it finds that the event is likely to be of an inappropriate character. 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 if it finds that the use is likely to damage the Park, the Pavilion, 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.
4. Permittees shall make proper arrangements to clean all paper and other debris from the Park and the Pavilion and leave the Park and Pavilion in the same or better condition than when it was in prior to their event.
5. The following are **PROHIBITED** at the Park and the Pavilion: fires; grills; alcoholic beverages; fireworks and glass bottles.
6. **NO REFUNDS WILL BE GIVEN FOR CANCELLATIONS FOR ANY REASON.** Usage fees are non-refundable and non-transferrable for permits that are issued. If an application is denied, the usage fee submitted with the application will be returned.
7. The subleasing or transfer of a permit is prohibited.
8. 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 Park or Pavilion, and the Permittee will be responsible for the group's behavior and actions at all times.
9. 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 Park or Pavilion premises, and the Permittee hereby releases and agrees to hold the City harmless from the same.
10. The City expressly disclaims any warranty or representation as to the suitability or condition of the Park or the Pavilion, and the Permittee and Permittee's guests enter at their own risk.
11. 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 scheduled event and removed within a reasonable time after the conclusion of the event without incurring additional rental charges from the City. All portable restroom facilities shall be relocated or moved at the request of the City to minimize their disruption on the public or their unsightliness. The Permittee is responsible for contacting the Baldwin County Health Department to find out if they comply with the Health Department's rules and regulations.

12. The Permittee shall obtain all necessary permits or approvals from the Baldwin County Health Department prior to the event.
13. If a tent or other temporary facility will be used or erected in the Park, the Permittee shall obtain all necessary permits or approvals from the City of Foley Building Inspection 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 to leave the tent or temporary structure in place after the conclusion of the scheduled 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 Park or the Pavilion.
14. The permit is a revocable license to the Permittee to use the Pavilion at the time and in the manner specified on the application. The permit may be revoked or terminated at any time by the City if the Permittee breaches any of these Rules, violates any other laws, ordinances, rules, or regulations, or if the City, in the exercise of its sole and absolute discretion, deems it necessary to revoke the permit to ensure the public's health, safety, welfare, or enjoyment of the public property.
15. No nails, tacks, brackets or self-adhesive tape will be allowed on or in walls, ceiling, floors or any material that will deface, mar or damage a finished surface. (This includes silly string.) No painting of any type will be permitted. Only wax based or mechanical waxed based candles will be allowed. No decorations and/or banners will be placed on the pavilion prior to the day and time of use as outlined in the Application form. All decorations will be removed from the pavilion at the end of rental hours. Any person(s) caught damaging or defacing any part of the pavilion will be prosecuted to the fullest extent of the law.
16. Permission will be required for any person or group to bring onto the pavilion and use an electrical device with special power requirements.
17. Religious groups may use the pavilion but will not be permitted to use the facility as a permanent sanctuary on a regular Sunday or weekday basis. The pavilion will not be used for funerals or other related activities.
18. The Permittee is responsible for pavilion area to be cleaned up after use. Garbage cans are available upon request.
19. **Damage Deposit.** At the sole discretion of the City of Foley, the Damage Deposit will be forfeited or the amount to be refunded to Applicant reduced if: (1) the clean-up of the facilities is unacceptable; (2) the facilities and any portion thereof is damaged, removed, or destroyed by acts or omissions of the Applicant, its vendor(s), guest(s), or invitee(s); or (3) the Applicant fails to comply with any other obligation under this Contract. Applicant agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the City of Foley in collecting or attempting to collect any rental or service charge that becomes past due or enforcing or attempting to enforce any of the terms and conditions of this Contract.