

City Parks of Clarksburg
Rental Contract
SPLASH ZONE

**PAYMENT IS DUE BY _____ . IF PAYMENT IS NOT RECEIVED BY
DUE DATE, RESERVATION WILL BE CANCELLED.**

Name of Organization _____ (Renter)
Contact Person(s) _____
Address _____
City _____ State _____ Zip Code _____
Phone # _____ Fax # _____ Email _____

Date(s) of Reservation _____ Time(s) _____

General Description of Event _____

Are you charging a fee or admission charge of any type? Yes _____ No _____

If yes, explain _____

How many people will be attending? _____

It is accepted and agreed that should the number of guests exceed the group limit, a \$5.50 charge per person, up to 10% of the number of guests allowed, will be due prior to admission.

Please note additional services requested for your event _____

The Renter must provide a responsible person to act as the representative to be on site and in charge throughout the event; that representative will be:

Name _____ **Title** _____
Contact Number(s) _____

This agreement is issued subject to rules and regulations established by the governing bodies of the Board of Park Commissioners of the City of Clarksburg hereinafter called "City Parks of Clarksburg" and Renter agree to the following Terms and Conditions:

TERMS AND CONDITIONS

1. Payment arrangements for the facility are as follows:
The Renter will secure the facility upon receipt of a signed contract and **payment of rental fee in full.** All dates will remain open until the signed contract and payment is received. **If signed contract and payment is not received within 7 days of issuance, rental will be cancelled.** Non-return of the contract does not constitute cancellation of requested date(s). Failure to notify the City Parks of Clarksburg of cancellation of intended usage date within 14 days of event will result in a charge not less than 50% of the full facility rental fee.

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2. Renter agrees that all if its guests will be clothed in proper swim attire during the rental. This will include "swimming diapers" as regular diapers will not be permitted in the facility. The Renter shall be fully responsible for its guests' conduct at the rental by ensuring they obey all posted pool rules and verbal instructions of City Parks Staff. Failure to abide by rules, both written and verbal, will result in the termination of the rental, ejection from the facility and forfeiture of the rental fee. The Renter will also be responsible for any and all damage to the facility and equipment to the proportional expense caused by user in connection with this agreement. Any damage thus caused will be charged to the Renter or its guests.
3. Prior to the event, the Renter must contact Clarksburg Police Department when in the opinion of the Superintendent of the City Parks of Clarksburg, or his designate, a police presence is needed to maintain order and protect the public and park property.
4. In the event that Renter is collecting a fee of any type while using this facility, Renter must remit an agreed upon percentage of the gross sales to the City Parks of Clarksburg in addition to the rental fee.
5. In the event that Renter at the facility, where an invitation to the general public is offered (via flyers, media advertising, etc.) Renter shall provide a certificate of insurance naming the Clarksburg Board of Park Commissioners and City of Clarksburg as additional insureds. The Renter shall provide a certificate of insurance accompanying this signed contract that indicates that the Renter will maintain in full force and effect a comprehensive liability insurance policy with a minimum amount of \$1,000,000 combined single limits of bodily injury and property damage liability, with a general aggregate limit of \$2,000,000 for more than one occurrence or accident, covering liability that may arise during the term of the Agreement.
6. Renter shall hold and save harmless the Clarksburg Board of Park Commissioners and the City of Clarksburg, its elected and appointed officials, officers, employees, and agents, and shall indemnify from liability of every kind and character, and from any damage cost and/or expense, (including, without limitation the cost of defense of any claim, action or legal process, legal fees and costs) arising from Renters use of the facility, by anyone claiming injury of any kind and/or character, whether by reason of the claimed negligence, its agents, representatives, members, patrons, licensors or otherwise.
7. All trash pickup shall be the responsibility of the Renter. Failure to clean up area shall result in an additional charge for labor and materials.
8. **Renter must have area cleaned and be prepared to leave at the end of their rental period.** If renter has not vacated area at the end of their rental period, additional fees may apply.
9. All food must be kept in designated area.

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10. The City Parks of Clarksburg reserves the right to cancel the rental due to weather conditions. The renter and guests will be permitted to utilize the facility if it is raining, unless the visibility of the pool bottom is obscured. If thunder is heard by staff, the facility will be cleared for 30 minutes from the last clap of thunder. If lightning is seen, the renter and guests must evacuate the deck area for 30 minutes from the last lightning strike. If the rental is cancelled, the renter may reschedule event at a mutually agreed upon date. This agreement may also be cancelled for misrepresentation, improper promotion or other cause detrimental to the public interest or the welfare of the citizens of Clarksburg. The ruling of the Board of Park Commissioners on good cause shall be final.

I, the undersigned, for myself and on behalf of the organization designated as "Renter" herein, have read and clearly understand the terms and conditions governing the use of the City Parks of Clarksburg's facility as set in this agreement. I agree to observe and be bound by this Agreement and these regulations.

Signature _____ **Organization** _____

Submit signed contract & payment to:
City Parks of Clarksburg
One Clarksburg Park Way
Nutter Fort, WV 26301

Contact the City Parks Office at
304-624-1655 for further information.

FOR OFFICE USE ONLY

FACILITY RENTAL FEE: \$ _____
DEPOSIT: \$ _____
ADDITIONAL STAFF FEE: \$ _____
AGREED PERCENTAGE OF GROSS PROCEEDS \$ _____
OTHER CHARGES: \$ _____

TOTAL AMOUNT DUE: \$ _____

PROOF OF INSURANCE RECEIVED _____ YES _____ NO
STAFF ASSIGNED _____ YES _____ NO

APPROVED BY: _____ DATE _____

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Pool Shelter Rental Rules and Guidelines

The following are not permitted during your pool reservation

Confetti, Glitter, and Silly String.

Chalk/Sidewalk Chalk

Food Fights

Water Balloons

Use of Masking Tape Only for hanging up decorations.

Renter must have area cleaned and prepared to leave at the end of their rental period.

Children must be Supervised at ALL TIMES.

The City Parks of Clarksburg reserves the right to change the rules and guidelines at any time. Please contact pool manager or park office with any questions or concerns.