



Parks, Recreation & Facilities

## **2 Hour Party Rentals The Sprayground @ Elizabeth Porter Park**

### **Pavilion Rentals & Private Parties**

Rentals are available during the regular operating season and is determined annually. Rentals are available to reserve on the City of Marietta webpage [www.mariettaga.gov/parksrec](http://www.mariettaga.gov/parksrec)

### **2hr Party Rentals – during normal operating hours with the public!**

Pavilion Party Rentals are available during normal operating hours, Tuesday – Sunday, and include 2hrs of pavilion use, and up to 25 sprayground admissions for the rental period. Additional admissions available for an additional cost of \$2.00 per person, up to 50 people total, and must be paid for prior to entering the pavilion area. \$50 Deposit @ \$75 Rental Fee for City Residents and \$95 for Non-Residents. Rental times are in 2hr blocks from 11:00am – 1:00pm, 2:00pm – 4:00pm, & 5:00 – 7:00pm. Admissions will be monitored to comply with a 170-person maximum occupancy for the facility. Only one reservation per user, per day.

### **Cancellations**

Should the renter desire to cancel the use of the sprayground and/or pavilion as outlined in this agreement, the following penalties shall be assessed: Cancellations must be outside of 7 days or there will be a loss of deposit. There is an option to reschedule the event 1 time instead of losing deposit.

If there is inclement weather the day of your event or forecasted (thunderstorms, etc.) renter will be able to cancel their rental without penalty no less than 2 hours prior to the start time of the event, with the option to reschedule or department credit for the amount paid.

If the sprayground closes for cleaning and equipment maintenance due to fecal incident response, sickness, or any other unforeseen circumstance, the party may stay in the pavilion and finish the party and free passes will be given out to members of the party good for one entry another day.

Owner reserves the right to cancel this agreement without cause provided sixty days written notice is given the renter. Money paid on account of renter allocable to any time or event

during or which renter does not have the use of the premises by cancellation shall be refunded to renter within a reasonable time. It is expressly agreed that in the event of a cancellation of the agreement, renter shall have no claim of any character against owner by reason of such cancellation.

### **Rules, Regulations, and Policies for Pavilion Rental including Sprayground**

1. **No grills or cooking devices allowed. Food and drink are allowed with sprayground rentals. No coolers are allowed! Food packages can also be pre-purchased from the concession's vendor on site.**
2. Persons are not allowed to possess or consume alcoholic beverages on the premises.
3. Smoking & Vaping is prohibited at all City of Marietta properties and parks. No tobacco use, or e-cigarettes.
4. No inflatables are allowed with sprayground and pavilion rentals.
5. Amplified music is prohibited.
6. This agreement does not cover any space or accommodations other than those heretofore set forth inside the sprayground and/or pavilion and specifically does not include any parking space either adjacent to or near the facility.
7. Renter agrees to abide by all rules posted at the sprayground and is responsible for all persons in their rental group to abide by the same posted rules including no food, glass, appropriate attire, swim diapers, etc.
8. No portion of sprayground and/or pavilion shall be leased or let-out by renter, herein specified, and sprayground shall not be used by the renter for any purpose whatsoever except as specifically set-out here in.
9. Nothing contained in this lease shall be construed to prohibit the Department of Parks, Recreation, and Facilities, or any department of the City of Marietta, Cobb County, or State of Georgia, its agents or employees from entering the leased premises for purpose of discharging their lawful duties.
10. The sidewalks, passageways, and entrance/exit gates shall not be obstructed by renter or any other person.
11. No person shall be permitted to bring into sprayground or keep therein any equipment, furnishings, furniture, or any other items of such nature.
12. No tape, nails, tacks, staples, brads, or other things shall be affixed to or driven into any portion of pavilion and no changes, alterations, repairs, painting, staining, or the doing of anything that will change the appearance of contours of pavilion will be permitted.
13. Balloons are not permitted in the pavilion or sprayground area.
14. Table cloths can be used if they are not taped or attached with tape. Method to secure table cloth to table must be easily removable and not permanent.
15. The renter shall be liable for all damages, caused through its own act or the acts of anyone visiting the sprayground and pavilion upon the invitation of renter caused to the sprayground and pavilion or any portion thereof or to persons or property for which the city is held liable.
16. Owner reserves the right through its officers or agents to eject any objectionable party/parties from sprayground and pavilion and upon exercise of the authority through any of its employees, agents, or policemen. Renter hereby waives all claims for damages against the City of Marietta.
17. The renter hereby releases the City of Marietta from all damages to persons or property during its use of sprayground and pavilion. Renter agrees to indemnify and pay to the City of Marietta for any damages to its property resulting from the use of sprayground and pavilion by renter. Renter also agrees to indemnify and hold harmless the City against all claims which may be made against the City for property damage or personal injuries sustained by any person including the renter which may result from the use of sprayground and pavilion by renter. The indemnification herein agreed to by the renter shall include indemnification for negligent acts of the City of any of its agents or employees.
18. Renter accepts the sprayground and pavilion in good order and repair and agrees to return it to the City in the same condition, normal wear accepted.
19. This agreement does not cover any space or accommodations other than those heretofore set forth either inside or outside of said sprayground and pavilion and specifically does not include any parking space either adjacent to or near the building.

20. No gasoline, explosives, oils, or other artificial lights shall be permitted in pavilion and no electricity will be permitted to be used therein, except from the present outlets.
21. Owner reserves the right, without notice, to cancel this lease at any-time whatsoever, if, in the determination of Owner, cancellation is necessary to protect the health, welfare, and morality, or safety of the public, or if the premises are used for any purpose other than that specified in this lease, or if renter's use constitutes a nuisance or in any other way in violation of the laws or ordinances of the City of Marietta or the State of Georgia, or the facilities and premises would be adversely affected by renters use, such adverse use not being contemplated upon the execution of the lease; provided, however, that Owner shall make every reasonable effort to give renter prior notice on any such cancellation. In the event of cancellation by owner, money paid on the account of renter allocable to any time or event during or for which renter does not have the use to the premises by cancellation shall be refunded to renter within a reasonable time. It is expressly agreed that in the event of a cancellation of the agreement, renter shall have no claim of any character against owner by reason of such cancellation.
22. Owner reserves the right to cancel this agreement without cause provided sixty days written notice is given the renter. Money paid on account of renter allocable to any time or event during or which renter does not have the use of the premises by cancellation shall be refunded to renter within a reasonable time. It is expressly agreed that in the event of a cancellation of the agreement, renter shall have no claim of any character against owner by reason of such cancellation.
23. Renter agrees to provide the proper amounts of chaperones as requested by the owner for any use by youth groups, schools, camps, or any other organizations bringing children.
- 24. Should the renter desire to cancel the use of the sprayground and/or pavilion as outlined in this agreement, the following penalties shall be assessed: Cancellations must be outside of 7 days or there will be a loss of deposit. There is an option to reschedule the event 1 time instead of losing deposit.**
25. The sprayground and pavilion may not be used for commercial purposes in which profit may be derived by an individual, group, or business.
26. In the case of emergency – Please dial 911.