

Section 1 – Field Use Policy

Reserved use of athletic fields is permitted by this policy and encouraged by the City of Canton. Unreserved athletic fields will be available to the general public for open, unstructured or public recreation on a first come/first served basis during the normal operating hours of the park.

The City of Canton reserves the right to modify these policies and procedures and to develop and enforce such additional rules and regulations as may be required for the protection of the parks, the individual athletic fields at the parks, the users and the patrons of the parks. Athletic fields may be closed by the City of Canton Parks & Recreation Department due to weather conditions, maintenance, to protect the public from unsafe conditions or to protect the fields from damage due to overuse. When reserved for use by a priority user, fields are not available to the general public.

Section 2 – Priority Users

Four priority categories of facility users are hereby created (Category 1 being the highest priority) and shall be considered in the allocation of athletic fields and scheduled time at all parks. The City of Canton reserves the right to set priorities based upon, but not limited to, the following: the number of participants, the residency of participants and the overall impact of the group or organization upon the established recreational needs of the City of Canton residents.

Category 1 – City of Canton Sponsored Events

“The City of Canton” shall include all of the following: activities and programs of the City of Canton Parks & Recreation Department and events sponsored, co-sponsored or partnered with the City of Canton Parks & Recreation Department.

Category 2 – Local Recreation Providers

A “Local Recreation Provider” is defined as an organization registered as a non-profit corporation with the Georgia Secretary of State’s Office with a separate local City of Canton governing board and the by-laws for the primary purpose of providing and delivering recreation opportunities to the citizens of the City of Canton whether or not a fee is charged. To qualify as a non-profit, the organization must meet all the criteria as identified by the Internal Revenue Service. Such groups include, but are not limited to; volunteer youth sports organizations, senior sports groups or the YMCA.

To qualify as a Local recreation Provider, no less than sixty-five percent (65%) of the participants MUST be residents of the City of Canton and have a minimum of 60 participants or 5 teams. The City of Canton staff may verify residency prior to the allocation of fields through rosters with participant names and addresses and/or individual participant utility bills/photo ID.

Category 3 – Local Civic, Faith Based and/or Educational Groups

“Local Civic, Faith Based and/or Educational Groups” shall include, but are not limited to, organizations such as the Rotary Club, Lions Club, Cherokee County Schools, private schools or home school groups located within City of Canton boundaries.

Category 4 – Businesses, Other Contracted Organizations, Individuals or Groups

Any business, organization, club, individual or group that does not fall within the definitions of Category 1, 2 or 3, as defined above, shall be considered a Category 4 user under this policy.

Section 3 – Athletic Field Reservations

An athletic field shall be considered reserved upon the payment of the prescribed fees and the issuance of a Facility Use Permit provided by the City of Canton. The Facility Use Permit shall include ALL of the following:

- The name of the organization reserving the athletic field.
- The name, address and phone number of the individual making the application and contact person for the permit.
- The specific athletic field(s) being reserved.
- The date of issuance.
- The date, time and duration of the permit.
- The specific fee or fees charged & schedule of payment.
- All conditions assigned to the permit over and above the requirements of this Policy.
- The signature of the City of Canton Parks & Recreation Director or his designee.
- A signature of the permit applicant agreeing that the conditions, restrictions and waivers have been met or will be met in connection with the event for which the permit has been issued.

In the event of a cancellation of an activity by the Parks and Recreation Director or his designee due to weather conditions which make the activity impossible, or due to any act of God beyond the control of the applicant/permit holder, 1) a credit may be given to the applicant/permit holder; 2) a refund may be requested from the Parks and Recreation Director or his designee; or 3) the event may be rescheduled at the earliest available date with no additional fees incurred.

Section 4 – Sales on Park Property

The City of Canton reserves to itself complete and exclusive rights to regulate the sale of all goods and services sold or conducted on park property. All commerce is expressly prohibited without the approval of the City of Canton. Vendors are subject to all business license and insurance requirements. In addition all vendors must successfully complete any applications and pay fees set forth by the City of Canton. Food concessions must be approved by the City of Canton and follow all City of Canton Codes and Ordinances.

Section 5 – Fees and Charges

The most recent Schedule of Fees and Charges for the Use of Athletic Fields is attached hereto and incorporated herein as “Exhibit A”. The Schedule of Fees and Charges for the Use of Athletic Fields may be amended from time to time by the City of Canton. Any such amended Schedule, when duly adopted by the City of Canton, shall be in full force and effect and shall be made available to the public at the office of the Director of the Parks and Recreation Department.

Section 6 – Athletic Field Use Rules

Reservation is for the designated athletic field and immediate surrounding area only. All other park attractions and facilities are open to the public.

Organizations and individuals are not permitted to sublease any portion of a City of Canton park or athletic field without prior written consent from the Parks and Recreation Director or his designee.

In the event the organization is a youth athletic association, the association shall comply with the most current version of the Youth Athletic Policy and Procedures Manual.

In the event the organization is conducting business in the park such as tournament rental, the organization will be subject to all business license and insurance requirements.

In the event a City of Canton program or function conflicts with an organization's use of the athletic field identified in the agreement, the Parks & Recreation program or function shall have priority and the conflict will be resolved by the organization's rescheduling its use of the athletic field.

All organizations and spectators shall follow all City of Canton Park Rules. Please leave the park clean. Dispose of all waste in the designated receptacles.

Exhibit A – Schedule of Fees and Charges for the Use of Athletic Fields

<u>User group</u>	<u>Diamond Field</u>	<u>Multipurpose Field</u>	<u>Tennis Court</u>
Category 1			
City of Canton	No Cost	No Cost	No Cost
Sponsored Events			
Category 2			
Local Recreation	\$50 per Day	\$75 per Day	\$25 per Hour
Providers	Lights Included		
Category 3			
Civic, Faith Based,	\$50 per Day	\$75 per Day	\$25 per Hour
School Groups	Lights Included		
Category 4			
Businesses, Other	\$175 per Day	\$225 per Day	\$75 per Hour
Contracted	\$100 per ½ Day (min	\$140 per ½ Day (min	
Organizations,	4 hours)	4 hours)	
Individuals or	\$35 per Hour (min	\$50 per Hour (min	
Groups	2 hours)	2 hours)	
	\$20 per Hour for Lights		

All field rentals are subject to the following:

1) Multipurpose Field Preparation

If a multipurpose field rental requires initial set up painting/stripping it is an additional \$150 per field.

2) City Staff

The City of Canton reserves the right to assign and schedule city staff for any athletic field rentals that may require additional field maintenance, custodial services and general maintenance. Examples include but are not limited to the rental of multiple fields, all day or multi-day events. This is at the sole discretion of the City of Canton. When required, it will be at the cost of the group or individual renting the field(s). The cost will be \$45 per hour per staff person (minimum 2 hours).

3) Field Equipment Rental

If a field rental requires an initial setup and/or takedown of any temporary fencing it will be at the cost of the group or individual renting the field(s). The cost will be \$100 per field. If a field rental requires use of portable baseball mounds it will be at the cost of the group or individual renting the field(s). The cost will be \$100 per field.

ETOWAH RIVER PARK AMPHITHEATER

600 Brown Industrial Pkwy Canton GA 30114

FACILITY LICENSE AGREEMENT

Applicant _____ Home Phone _____ Work Phone _____

Address _____ City _____ State _____ Zip _____ County _____

Email _____ Cell Phone _____ Event Type _____

Type of Use: Individual _____ Profit _____ Non-Profit _____ Tax Exempt Number _____

Date(s) & Day(s) Requested _____

Date(s)

Day(s) of Week

When choosing blocks of time, take your setup/cleanup time into consideration - early arrival is not allowed.

Name/Description of Event: _____

Rental Time: (4 hour minimum) _____ 2 hour intervals will be added on a pro-rated basis not to exceed 8 hours total

Estimated: Participants _____ Vehicles _____

Amphitheater includes: XXXXXXXXXXXXXXXX

Point of Contact: Tom Gilliam (770-704-1503) tom.gilliam@canton-georgia.com

**** Propane Grills ONLY are allowed at the Specified Location ****

**** The grill must not be placed underneath the Amphitheater ****

Special Events/Requests May Require The Following:

Do you or your organization have current liability insurance for these activities? Yes _____ No _____

(Please attach a copy of coverage, amount, carrier, carrier's telephone number)

Will food, goods, or services be sold? Yes _____ No _____ (Requires approval from Canton Parks & Rec Dept)

If food is to be sold, please contact the Cherokee County Health Dept (770-345-7371)

Will you need security (police) present? Yes _____ No _____ (If YES, it must be Canton Police Officers)

Will you need Fire & EMT's present? Yes _____ No _____ (If YES, it must be Canton Fire Officers)

THE SIGNED FACILITY LICENSE AGREEMENT, FEE, DEPOSIT AND INSURANCE MUST BE SUBMITTED ALL TOGETHER. THERE WILL NOT BE ANY EXCEPTIONS. PLEASE MAKE CHECK PAYBALE TO: CITY OF CANTON.

Applicant is encouraged to examine and inspect the City's Facilities, to assess their condition, suitability and fitness for Applicant's permitted use. APPLICANT ACKNOWLEDGES AND AGREES THAT THE CITY MAKES NO EXPRESSED OR IMPLIED WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY EXPRESSED OR IMPLIED WARRANTIES OF SUITABILITY OF FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION. THE LICENSE TO USE CITY FACILITIES IS GRANTED ON AN "AS IS" AND "WHERE IS" BASIS ONLY. Applicant further acknowledges that the relationship between the parties is not that of landlord and tenant as defined in Georgia law; this Agreement creates a mere license, not a tenancy. Applicant's license shall be limited to the facility and event described herein.

☐ Rental Fee \$ _____

☐ Deposit \$ _____

☐ Cash ☐ Check ☐ Credit Card

Receipt # _____

Check # _____

FOR OFFICE USE ONLY

Staff Signature: _____

Date: _____

Certificate of Insurance Required: Y N

Date Received: _____

FD ____ PD ____ PW ____

FACILITY USE FEE (per 4 hour block) AND DEPOSIT

	<u>Rental Fee</u>	<u>Deposit</u>
Facility Name	\$250.00 and \$125/hour thereafter	\$500.00

City of Canton Parks & Recreation Department
FACILITY LICENSE AGREEMENT RULES

1. The rental time on **Sunday – Thursday** will not go past **9:00pm**. The rental time on **Friday and Saturday** will not go past **10:00pm**.
2. No person is permitted to bring, use or serve alcoholic beverages on City property.
3. Individuals and groups must follow all City Parks and Recreation rules and regulations.
4. Ten (10) business days are allowed from the initial request for a reservation to complete and execute the Facility License Agreement and make payment in full or the reservation will be cancelled. Full payment must be made and the Facility License Agreement completed and executed no less than ten (10) business days prior to the use of the facility. **Please make check payable to the City of Canton.**
5. Due to liability concerns and limited space, the City does not allow inflatable items (such as moonwalks), live animals, dunk tanks, firecrackers, fog machines, charcoal grills, or other items as determined by the City in its sole discretion to be brought on the premises.
6. The City of Canton Parks & Recreation Department reserves the right to cancel this Agreement if determined in its sole discretion to be necessary. In such an instance, a full refund or rescheduling of the event will be offered to the Applicant.

Refund Policy: *No refund will be given due to weather.* The Applicant must notify the City of Canton Parks & Recreation Department in writing of a cancellation **no less** than ten (10) business days prior to reservation date in order to receive a 100% refund. A request for cancellation made less than ten (10) business days prior to reservation date will **not** be granted a refund. **A \$25.00 administrative fee will be deducted from all approved refunds.**

ELECTRICAL & SOUND SYSTEM

For any use of electricity please contact Scott Buckner at 770-720-7674. If the Applicant would like to use the City sound system there is a \$25 per hour fee per event for use of the sound system. The sound system must be accompanied by a City employee. The minimum amount of time for usage is 6 hours. The check must be paid in advance and made out to the City of Canton.

HOLD HARMLESS

The Applicant agrees to, and will at all times, indemnify, save, and hold harmless the City of Canton, its officers, agents, and employees from all liability, claims, demands and costs of every kind and nature, including but not limited to attorney's fees at trial and appellate levels and all court costs arising out of injury to, or death of persons, and/or damage to any and all property including loss of use therefore, resulting from or in any manner arising out of or in connection with activities or use of the facilities mentioned above. The Applicant will, upon request of the City of Canton, defend and satisfy any and all suits arising from its use of the premises.

INSURANCE AGREEMENT

Liability insurance may be required based on the nature of the proposed activity. The Applicant will, at own expense, keep in force during the term of this Agreement, insurance from an insurance company licensed by the State of Georgia. Required certificate of insurance will evidence insurance including: Comprehensive Liability Insurance with a minimum limit of one million dollars per million dollars per occurrence combined single limit to include: Premises, Personal Injury, and Operations. The City of Canton must be listed as additional insured Party on the Applicant's policy or an endorsement or other amendment thereto.

FACILITY NAME PROCEDURES

The Applicant is responsible for the cleaning of the FACILITY NAME after the event is over. The following rules have been established for the Applicant's protection and will hopefully assist in having an enjoyable activity:

- 1) The Applicant is responsible for leaving the facility in the same, or better, condition as when the event began.
- 2) Tobacco use of any kind is **NOT** allowed.
- 3) The Applicant is responsible for actions in the pavilion & the surrounding area.
- 4) Charcoal grills are **NOT** allowed.
- 5) Propane grills are allowed only at the specified location. Usage of a grill in an unspecified location may result in the forfeiture of the entire deposit.
- 6) Propane grills are **NOT** allowed underneath the Pavilion.
- 7) All trash shall be placed in appropriate receptacles. Any additional food, debris, etc., shall be placed in trash bags. It shall be the responsibility of the Applicant to provide extra trash bags to be placed, when filled, next to the existing trash cans.
- 8) Alcohol is **NOT** allowed.
- 9) No tape, staples, tacks, etc. shall be attached to any post or ceiling.
- 10) The Applicant will be financially responsible for any damage incurred to the facility during the term of the rental.

I have read and understand this Agreement in its entirety and agree to the terms, date, time, facility and fees of this Agreement. I further agree to the above listed facility use procedures.

Applicant's Signature: _____

Date: _____

Print Name: _____

E-Mail Address: _____

Address: _____

Cell Number: _____

APPROVALS

Received by:

Signature (Chief of Fire Department) _____ Date _____

Approved: _____ Disapproved: _____ Comments: _____

Signature (Chief of Police) _____ Date _____

Approved: _____ Disapproved: _____ Comments: _____

Signature (Director of Public Works) _____ Date _____

Approved: _____ Disapproved: _____ Comments: _____

Print Name

Signature

Title

Approved (Final): _____

Disapproved (Final): _____

Facility Name
Facility Address
FACILITY LICENSE AGREEMENT

Applicant _____ Home Phone _____ Work Phone _____

Address _____ City _____ State _____ Zip _____ County _____

Email _____ Cell Phone _____ Event Type _____

Type of Use: Individual _____ Profit _____ Non-Profit _____ Tax Exempt Number _____

Date(s) & Day(s) Requested _____
Date(s) Day(s) of Week

When choosing blocks of time, take your setup/cleanup time into consideration - early arrival is not allowed.

Name/Description of Event: _____

Rental Time: (4 hour minimum) _____ 2 hour intervals will be added on a pro-rated basis not to exceed 8 hours total

Estimated: Participants _____ Vehicles _____

Pavilion includes: X – 8' Rectangular Tables, X – 8' ADA Rectangular Tables

Point of Contact: Micah Fowler (Downtown Special Events including Brown & Cannon Park) 770-704-1548 (micah.fowler@canton-georgia.com)
Tom Gilliam (Parks/Fields/Pavilion Rentals including the Amphitheater) 770-704-1503 (tom.gilliam@canton-georgia.com)
For any problems on your rental date contact Bo Morris at 678-873-0469

**** Propane Grills ONLY are allowed at the Specified Location ****
**** The grill must not be placed underneath the Pavilion ****

Special Events/Requests May Require The Following:

Do you or your organization have current liability insurance for these activities? Yes _____ No _____

(Please attach a copy of coverage, amount, carrier, carrier's telephone number)

Will food, goods, or services be sold? Yes _____ No _____ (Requires approval from Canton Parks & Rec Dept)

If food is to be sold, please contact the Cherokee County Health Dept (770-345-7371)

Will you need Police (security) present? Yes _____ No _____ (If YES, it must be Canton Police Officers)

Will you need Fire & EMT's present? Yes _____ No _____ (If YES, it must be Canton Fire Officers)

THE SIGNED FACILITY LICENSE AGREEMENT, FEE, DEPOSIT AND INSURANCE MUST BE SUBMITTED ALL TOGETHER. THERE WILL NOT BE ANY EXCEPTIONS. PLEASE MAKE CHECK PAYBALE TO: CITY OF CANTON.

Applicant is encouraged to examine and inspect the City's Facilities, to assess their condition, suitability and fitness for Applicant's permitted use. APPLICANT ACKNOWLEDGES AND AGREES THAT THE CITY MAKES NO EXPRESSED OR IMPLIED WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY EXPRESSED OR IMPLIED WARRANTIES OF SUITABILITY OF FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION. THE LICENSE TO USE CITY FACILITIES IS GRANTED ON AN "AS IS" AND "WHERE IS" BASIS ONLY. Applicant further acknowledges that the relationship between the parties is not that of landlord and tenant as defined in Georgia law; this Agreement creates a mere license, not a tenancy. Applicant's license shall be limited to the facility and event described herein.

☐ Rental Fee \$ _____

☐ Deposit \$ _____

☐ Cash ☐ Check ☐ Credit Card

Receipt # _____

Check # _____

FOR OFFICE USE ONLY

Staff Signature: _____

Date: _____

Certificate of Insurance Required: Y N

Date Received: _____

FD____ PD____ PW____

FACILITY USE FEE (per 2 hour block) AND DEPOSIT

	<u>Fee</u>	<u>Deposit (Refundable)</u>
Facility Name	\$100.00	\$250.00 plus \$100.00 to use a propane grill

City of Canton Parks & Recreation Department
FACILITY LICENSE AGREEMENT RULES

1. The rental time on **Sunday – Thursday** will not go past **9:00pm**. The rental time on **Friday and Saturday** will not go past **10:00pm**.
2. No person is permitted to bring, use or serve alcoholic beverages on City property.
3. Individuals and groups must follow all City Parks and Recreation rules and regulations.
4. Ten (10) business days are allowed from the initial request for a reservation to complete and execute the Facility License Agreement and make payment in full or the reservation will be cancelled. Full payment must be made and the Facility License Agreement completed and executed no less than ten (10) business days prior to the use of the facility. **Please make check payable to the City of Canton.**
5. Due to liability concerns and limited space, the City does not allow inflatable items (such as moonwalks), live animals, dunk tanks, firecrackers, fog machines, charcoal grills, or other items as determined by the City in its sole discretion to be brought on the premises.
6. The City of Canton Parks & Recreation Department reserves the right to cancel this Agreement if determined in its sole discretion to be necessary. In such an instance, a full refund or rescheduling of the event will be offered to the Applicant.

Refund Policy: *No refund will be given due to weather.* The Applicant must notify the City of Canton Parks & Recreation Department in writing of a cancellation **no less** than ten (10) business days prior to reservation date in order to receive a 100% refund. A request for cancellation made less than ten (10) business days prior to reservation date will **not** be granted a refund. **A \$25.00 administrative fee will be deducted from all approved refunds.**

HOLD HARMLESS

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INSURANCE AGREEMENT

Liability insurance may be required based on the nature of the proposed activity. The Applicant will, at own expense, keep in force during the term of this Agreement, insurance from an insurance company licensed by the State of Georgia. Required certificate of insurance will evidence insurance including: Comprehensive Liability Insurance with a minimum limit of one million dollars per million dollars per occurrence combined single limit to include: Premises, Personal Injury, and Operations. The City of Canton must be listed as additional insured Party on the Applicant's policy or an endorsement or other amendment thereto.

FACILITY NAME PROCEDURES

The Applicant is responsible for the cleaning of the FACILITY NAME after the event is over. The following rules have been established for the Applicant's protection and will hopefully assist in having an enjoyable activity:

- 1) The Applicant is responsible for leaving the facility in the same, or better, condition as when the event began.
- 2) Tobacco use of any kind is **NOT** allowed.
- 3) The Applicant is responsible for actions in the pavilion & the surrounding area.
- 4) Charcoal grills are **NOT** allowed.
- 5) Propane grills are allowed only at the specified location. Usage of a grill in an unspecified location may result in the forfeiture of the entire deposit.
- 6) Propane grills are **NOT** allowed underneath the Pavilion.
- 7) All trash shall be placed in appropriate receptacles. Any additional food, debris, etc., shall be placed in trash bags. It shall be the responsibility of the Applicant to provide extra trash bags to be placed, when filled, next to the existing trash cans.
- 8) Alcohol is **NOT** allowed.
- 9) No tape, staples, tacks, etc. shall be attached to any post or ceiling.
- 10) The Applicant will be financially responsible for any damage incurred to the facility during the term of the rental.

I have read and understand this Agreement in its entirety and agree to the terms, date, time, facility and fees of this Agreement. I further agree to the above listed facility use procedures.

Applicant's Signature: _____

Date: _____

Print Name: _____

E-Mail Address: _____

Address: _____

Cell Number: _____

APPROVALS

Received by:

Signature (Chief of Fire Department)

Date

Approved: _____ Disapproved: _____ Comments: _____

Signature (Chief of Police)

Date

Approved: _____ Disapproved: _____ Comments: _____

Signature (Director of Public Works)

Date

Approved: _____ Disapproved: _____ Comments: _____

Print Name

Signature

Title

Approved (Final): _____

Disapproved (Final): _____

City of Canton Parks & Recreation Department
FIELD LICENSE AGREEMENT

Applicant _____ Home Phone _____ Work Phone _____
Address _____ City _____ State _____ Zip _____ County _____
Email _____ Cell Phone _____ Event Type _____

Type of Use: Individual _____ Resident*: Yes No Profit _____ Non-Profit _____ Tax ID Number _____

**Residents are those persons who live or operate a business within the incorporated city limits of the City of Canton and pay city taxes. Satisfactory proof of residency is required (valid driver's license, utility bill, etc)*

Park Requested: _____ Field(s) Requested: _____ Are Lights Requested? Yes ____ No ____

Field Time is reserved in blocks of a minimum of two hours.

Name/Description of Event: _____

Date(s) & Day(s) Requested _____
Date(s) Day(s) of Week Time Requested

Estimated: Participants _____ Vehicles _____

Point of Contact: Tom Gilliam (770-704-1503) tom.gilliam@canton-georgia.com
For any problems on your rental date contact Bo Morris at 678-873-0469

Special Events/Requests May Require The Following:

Do you or your organization have current liability insurance for these activities? Yes _____ No _____

(Please attach a copy of coverage, amount, carrier, carrier's telephone number)

Will food, goods, or services be sold? Yes _____ No _____ (Requires approval from City of Canton)

If food is to be sold, please contact the Cherokee County Health Dept (770-345-7371)

Will you need Police (security) present? Yes _____ No _____ (It must be City of Canton Police Officers)

Will you need Fire & EMT's present? Yes _____ No _____ (It must be City of Canton Fire Officers)

THE SIGNED FACILITY LICENSE AGREEMENT, FEE, DEPOSIT AND INSURANCE MUST BE SUBMITTED ALL TOGETHER. THERE WILL NOT BE ANY EXCEPTIONS. PLEASE MAKE CHECK PAYBALE TO: CITY OF CANTON.

CERTIFICATE OF INSURANCE MUST BE SUBMITTED NO LATER THAN THIRTY (30) BUSINESS DAYS PRIOR TO REQUESTED EVENT DATE AND LIST THE CITY OF CANTON, GEORGIA AS ADDITIONAL INSURED.

Applicant is encouraged to examine and inspect the City's Facilities, to assess their condition, suitability and fitness for Applicant's permitted use. APPLICANT ACKNOWLEDGES AND AGREES THAT THE CITY MAKES NO EXPRESSED OR IMPLIED WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY EXPRESSED OR IMPLIED WARRANTIES OF SUITABILITY OF FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION. THE LICENSE TO USE CITY FACILITIES IS GRANTED ON AN "AS IS" AND "WHERE IS" BASIS ONLY. Applicant further acknowledges that the relationship between the parties is not that of landlord and tenant as defined in Georgia law; this Agreement creates a mere license, not a tenancy. Applicant's license shall be limited to the facility and event described herein.

☐ Rental Fee \$ _____

☐ Deposit \$ _____

☐ Cash ☐ Check ☐ Credit Card

Receipt # _____

Check # _____

FOR OFFICE USE ONLY

Staff Signature: _____

Date: _____

Certificate of Insurance Required: Y N

Date Received: _____

FD ____ PD ____ PW ____

City of Canton Parks & Recreation Department
Schedule of Fees and Charges for the Use of Athletic Fields

<u>User group</u>	<u>Diamond Field</u>	<u>Multipurpose Field</u>	<u>Tennis Court</u>
Category 1			
City of Canton	No Cost	No Cost	No Cost
Sponsored Events			
Category 2			
Local Recreation	\$50 per Day	\$75 per Day	\$25 per Hour
Providers	Lights Included		
Category 3			
Civic, Faith Based,	\$50 per Day	\$75 per Day	\$25 per Hour
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Category 4			
Businesses, Other	\$175 per Day	\$225 per Day	\$75 per Hour
Contracted	\$100 per ½ Day (min	\$140 per ½ Day (min	
Organizations,	4 hours)	4 hours)	
Individuals or	\$35 per Hour (min	\$50 per Hour (min	
Groups	2 hours)	2 hours)	
	\$20 per Hour for Lights		

All field rentals are subject to the following:

1) Multipurpose Field Preparation

If a multipurpose field rental requires initial set up painting/stripping it is an additional \$150 per field.

2) City Staff

The City of Canton reserves the right to assign and schedule city staff for any athletic field rentals that may require additional field maintenance, custodial services and general maintenance. Examples include but are not limited to the rental of multiple fields, all day or multi-day events. This is at the sole discretion of the City of Canton. When required, it will be at the cost of the group or individual renting the field(s). The cost will be \$45 per hour per staff person (minimum 2 hours).

3) Field Equipment Rental

If a field rental requires an initial setup and/or takedown of any temporary fencing it will be at the cost of the group or individual renting the field(s). The cost will be \$100 per field. If a field rental requires use of portable baseball mounds it will be at the cost of the group or individual renting the field(s). The cost will be \$100 per field.

City of Canton Parks & Recreation Department
FIELD LICENSE AGREEMENT RULES

1. No person is permitted to bring, use or serve alcoholic beverages on City property.
2. Individuals and groups must follow all City parks and recreation rules and regulations.
3. The Applicant has thirty (30) business days from your initial request for a reservation to complete and execute the Facility License Agreement and make payment in full or your reservation will be cancelled. Full payment must be made and the Facility License Agreement executed no less than thirty (30) business days prior to the use of the facility. Please make check payable to City of Canton.
4. Due to liability concerns and limited space, the City does not allow ponies, firecrackers, fog machines, or other undesirable items as determined by the City in its sole discretion, to be brought on the premises.
5. Deposits will be returned within 30 days of the event only if all of the following are completed:
 - a) Facilities are clean and trash is placed in the provided receptacles at the end of the reservation period.
 - b) Facilities and equipment are undamaged.
6. The City of Canton Parks & Recreation Department reserves the right to cancel this Agreement if determined in its sole discretion to be necessary. In such an instance, a full refund or rescheduling of the event will be offered to the Applicant.

Refund Policy: *No refund will be given due to weather.* Applicant must notify the City of Canton Parks & Recreation Department in writing of a cancellation **no less** than three (3) business days prior to reservation date in order to receive a 100% refund. A request for cancellation made less than three (3) business days prior to reservation date will **not** be granted a refund. **A \$25.00 administrative fee will be deducted from all approved refunds. (Not including deposit refunds)**

HOLD HARMLESS

Applicant agrees to, and will at all times, indemnify, save, and hold harmless the City of Canton, its officers, agents, and employees from all liability, claims, demands and cost of every kind and nature, including, but not limited to, attorney's fees at trial or appellate levels and all court costs arising out of injury to, or death of persons, and/or damage to any and all property including loss of use therefore, resulting from or in any manner arising out of or in connection with activities or use of the facilities mentioned herein. The Applicant will, upon request of the City of Canton, defend and satisfy any and all suits arising from its use of the premises.

INSURANCE AGREEMENT

Liability insurance shall be required based on the nature of the proposed activity. Applicant will, at their own expense, keep in force during the term of this Agreement, insurance from an insurance company licensed by the State of Georgia. Required certificate of insurance will evidence insurance including: Comprehensive Liability Insurance with a minimum limit of one million dollars per occurrence, and a two million dollar aggregate to include Premises, Personal Injury, and Operations. The City of Canton must be listed as additional insured party on Applicant's policy or an endorsement or other authorized amendment thereto.

CITY OF CANTON PARK PROCEDURES

For those using field spaces at City of Canton Parks, the cleaning of the field both inside and outside the fence is Applicant's responsibility after the license period is over. The following rules have been established for the Applicant's protection and will hopefully assist in having an enjoyable activity:

- 1) Applicant is responsible for leaving the applicable field(s), dugouts, bleachers and the area surrounding the field(s) clean of all trash and debris.
- 2) No smoking anywhere inside the park, no firecrackers, no fog machines.
- 3) Applicant is responsible for actions at the field(s).
- 4) No open flames (except for a pre-approved grill) are allowed.
- 5) All trash shall be placed in the appropriate receptacles provided.
- 6) Alcohol is **not** allowed.
- 7) No tape, staples, tacks, etc. shall be attached to any wall or fencing.
- 8) If field lights are used, they must be turned off at the end of the license period.
- 9) Any activity that is damaging to the facility is the Applicant's responsibility.

I have read and understand this Agreement in its entirety and agree to the terms, date, time, facility and fees of this Agreement. I further agree to the above listed facility use procedures.

Applicant's Signature: _____

Date: _____

Print Name: _____

E-Mail Address: _____

Address: _____

Cell Number: _____

APPROVALS

Received by:

Signature (Chief of Police)

Date

Approved: _____ Disapproved: _____ Comments: _____

Signature (Chief of Fire Department)

Date

Approved: _____ Disapproved: _____ Comments: _____

Signature (Director of Public Works)

Date

Approved: _____ Disapproved: _____ Comments: _____

Print Name

Signature

Title

Approved (Final): _____

Disapproved (Final): _____

**CITY OF CANTON STAGE
FACILITY LICENSE AGREEMENT**

Applicant _____ Home Phone _____ Work Phone _____

Address _____ City _____ State _____ Zip _____ County _____

Email _____ Cell Phone _____ Event Type _____

Type of Use: Individual _____ Profit _____ Non-Profit _____ Tax Exempt Number _____

Date(s) & Day(s) Requested _____
Date(s) Day(s) of Week

When choosing blocks of time, take your setup/cleanup time into consideration - early arrival is not allowed.

Name/Description of Event: _____

Rental Time: _____

Estimated: Participants _____ Vehicles _____

Amphitheater includes: XXXXXXXXXXXXXXXX

Point of Contact: Micah Fowler (770-704-1548) micah.fowler@canton-georgia.com

**** Stage cannot be used outside of the limits of the City of Canton ****

Special Events/Requests May Require The Following:

Do you or your organization have current liability insurance for these activities? Yes _____ No _____

(Please attach a copy of coverage, amount, carrier, carrier's telephone number)

Will food, goods, or services be sold? Yes _____ No _____ (Requires approval from Canton Parks & Rec Dept)

If food is to be sold, please contact the Cherokee County Health Dept (770-345-7371)

Will you need security (police) present? Yes _____ No _____ (If YES, it must be Canton Police Officers)

Will you need Fire & EMT's present? Yes _____ No _____ (If YES, it must be Canton Fire Officers)

THE SIGNED FACILITY LICENSE AGREEMENT, FEE, DEPOSIT AND INSURANCE MUST BE SUBMITTED ALL TOGETHER. THERE WILL NOT BE ANY EXCEPTIONS. PLEASE MAKE CHECK PAYBALE TO: CITY OF CANTON.

Applicant is encouraged to examine and inspect the City's Facilities, to assess their condition, suitability and fitness for Applicant's permitted use. APPLICANT ACKNOWLEDGES AND AGREES THAT THE CITY MAKES NO EXPRESSED OR IMPLIED WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY EXPRESSED OR IMPLIED WARRANTIES OF SUITABILITY OF FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION. THE LICENSE TO USE CITY FACILITIES IS GRANTED ON AN "AS IS" AND "WHERE IS" BASIS ONLY. Applicant further acknowledges that the relationship between the parties is not that of landlord and tenant as defined in Georgia law; this Agreement creates a mere license, not a tenancy. Applicant's license shall be limited to the facility and event described herein.

☐ Rental Fee \$ _____

☐ Deposit \$ _____

☐ Cash ☐ Check ☐ Credit Card

Receipt # _____

Check # _____

FOR OFFICE USE ONLY

Staff Signature: _____

Date: _____

Certificate of Insurance Required: Y N

Date Received: _____

FD____ PD____ PW____

STAGE USE FEE AND DEPOSIT

	<u>Rental Fee</u>	<u>Deposit</u>
Facility Name	\$250.00	\$500.00

City of Canton Parks & Recreation Department **FACILITY LICENSE AGREEMENT RULES**

1. The rental time on **Sunday – Thursday** will not go past **9:00pm**. The rental time on **Friday and Saturday** will not go past **10:00pm**.
2. No person is permitted to bring, use or serve alcoholic beverages on City property.
3. Individuals and groups must follow all City Parks and Recreation rules and regulations.
4. Ten (10) business days are allowed from the initial request for a reservation to complete and execute the Facility License Agreement and make payment in full or the reservation will be cancelled. Full payment must be made and the Facility License Agreement completed and executed no less than ten (10) business days prior to the use of the facility. **Please make check payable to the City of Canton.**
5. Due to liability concerns and limited space, the City does not allow inflatable items (such as moonwalks), live animals, dunk tanks, firecrackers, fog machines, charcoal grills, or other items as determined by the City in its sole discretion to be brought on the premises.
6. The City of Canton Parks & Recreation Department reserves the right to cancel this Agreement if determined in its sole discretion to be necessary. In such an instance, a full refund or rescheduling of the event will be offered to the Applicant.

Refund Policy: *No refund will be given due to weather.* The Applicant must notify the City of Canton Parks & Recreation Department in writing of a cancellation **no less** than ten (10) business days prior to reservation date in order to receive a 100% refund. A request for cancellation made less than ten (10) business days prior to reservation date will **not** be granted a refund. **A \$25.00 administrative fee will be deducted from all approved refunds.**

ELECTRICAL & SOUND SYSTEM

For any use of electricity please contact Scott Buckner at 770-720-7674. If the Applicant would like to use the City sound system here is a \$25 per hour fee per event for use of the sound system. The sound system must be accompanied by a City employee. The minimum amount of time for usage is 6 hours. The check must be paid in advance and made out to the City of Canton.

HOLD HARMLESS

The Applicant agrees to, and will at all times, indemnify, save, and hold harmless the City of Canton, its officers, agents, and employees from all liability, claims, demands and costs of every kind and nature, including but not limited to attorney's fees at trial and appellate levels and all court costs arising out of injury to, or death of persons, and/or damage to any and all property including loss of use therefore, resulting from or in any manner arising out of or in connection with activities or use of the facilities mentioned above. The Applicant will, upon request of the City of Canton, defend and satisfy any and all suits arising from its use of the premises.

INSURANCE AGREEMENT

Liability insurance may be required based on the nature of the proposed activity. The Applicant will, at own expense, keep in force during the term of this Agreement, insurance from an insurance company licensed by the State of Georgia. Required certificate of insurance will evidence insurance including: Comprehensive Liability Insurance with a minimum limit of one million dollars per million dollars per occurrence combined single limit to include: Premises, Personal Injury, and Operations. The City of Canton must be listed as additional insured Party on the Applicant's policy or an endorsement or other amendment thereto.

FACILITY NAME PROCEDURES

The Applicant is responsible for the cleaning of the FACILITY NAME after the event is over. The following rules have been established for the Applicant's protection and will hopefully assist in having an enjoyable activity:

- 1) The Applicant is responsible for leaving the facility in the same, or better, condition as when the event began.
- 2) Tobacco use of any kind is **NOT** allowed.
- 3) The Applicant is responsible for actions in the pavilion & the surrounding area.
- 4) Charcoal grills are **NOT** allowed.
- 5) Propane grills are allowed only at the specified location. Usage of a grill in an unspecified location may result in the forfeiture of the entire deposit.
- 6) Propane grills are **NOT** allowed underneath the Pavilion.
- 7) All trash shall be placed in appropriate receptacles. Any additional food, debris, etc., shall be placed in trash bags. It shall be the responsibility of the Applicant to provide extra trash bags to be placed, when filled, next to the existing trash cans.
- 8) Alcohol is **NOT** allowed.
- 9) No tape, staples, tacks, etc. shall be attached to any post or ceiling.
- 10) The Applicant will be financially responsible for any damage incurred to the facility during the term of the rental.

I have read and understand this Agreement in its entirety and agree to the terms, date, time, facility and fees of this Agreement. I further agree to the above listed facility use procedures.

Applicant's Signature: _____

Date: _____

Print Name: _____

E-Mail Address: _____

Address: _____

Cell Number: _____

APPROVALS

Received by:

Signature (Chief of Fire Department)

Date

Approved: _____ Disapproved: _____ Comments: _____

Signature (Chief of Police)

Date

Approved: _____ Disapproved: _____ Comments: _____

Signature (Director of Public Works)

Date

Approved: _____ Disapproved: _____ Comments: _____

Print Name

Signature

Title

Approved (Final): _____

Disapproved (Final): _____

FEE SCHEDULE – CITY OF CANTON PARKS & RECREATION

Schedule of Fees and Charges for the Use of Athletic Fields

<u>User group</u>	<u>Diamond Field</u>	<u>Multipurpose Field</u>	<u>Tennis Court</u>
Category 1			
City of Canton	No Cost	No Cost	No Cost
Sponsored Event			
Category 2			
Local Recreation	\$50 per Day	\$75 per Day	\$25 per Hour
Providers	Lights Included		
Category 3			
Civic, Faith Based,	\$50 per Day	\$75 per Day	\$25 per Hour
School Groups	Lights Included		
Category 4			
Businesses, Other	\$175 per Day	\$225 per Day	\$75 per Hour
Contracted	\$100 per ½ Day (min	\$140 per ½ Day (min	
Organizations,	4 hours)	4 hours)	
Individuals or	\$35 per Hour (min	\$50 per Hour (min	
Groups	2 hours)	2 hours)	
	\$20 per Hour for Lights		

All field rentals are subject to the following:

1) Multipurpose Field Preparation

If a multipurpose field rental requires initial set up painting/stripping it is an additional \$150 per field.

2) City Staff

The City of Canton reserves the right to assign and schedule city staff for any athletic field rentals that may require additional field maintenance, custodial services and general maintenance. Examples include but are not limited to the rental of multiple fields, all day or multi-day events. This is at the sole discretion of the City of Canton. When required, it will be at the cost of the group or individual renting the field(s). The cost will be \$45 per hour per staff person (minimum 2 hours).

3) Field Equipment Rental

If a field rental requires an initial setup and/or takedown of any temporary fencing it will be at the cost of the group or individual renting the field(s). The cost will be \$100 per field. If a

field rental requires use of portable baseball mounds it will be at the cost of the group or individual renting the field(s). The cost will be \$100 per field.

Facility Rental Rates*

City Park Pavilions - Brown Park, Cannon Park, Etowah River Park, McCanless Park

Minimum rental 4-hour block	\$100 and \$50/hour thereafter
Refundable Security Deposit	\$250 plus \$100 to use a propane grill

All Other City Parks

Schedule of Fees & Charges	(See Page 1 above)
Refundable Security Deposit	\$500

Etowah River Park Amphitheater

Minimum rental 4-hour block	\$250 and \$125/hour thereafter
Refundable Security Deposit	\$500

City of Canton Stage

Fee	\$250
Refundable Security Deposit	\$500

Administrative Fee

Approved Refunds/Cancellations	\$25
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Independent Contractor Commissions (Paid to City of Canton)

At the discretion of the Parks and Recreation Director based on services provided and fees charged, not to be less than 10% and not to be greater than 30%

Employee Discount

Employees may receive a discounted rate for the program offered by the City of Canton. Employees would be allowed to pay half of the rate.