

City of Villa Rica Parks, Recreation, and Leisure Services Private Facility Rentals The Gold Dust Park Splash Pad and Pavilion

Pad and Pavilion Rentals and Private Parties

Rentals are available during the regular operating season which is determined annually. Rentals are available to reserve by contacting the Recreation Department.

Private Rental Schedule

Fridays: 6:30-8:30pm

Saturdays: 6:30-8:30pm Sundays: 6:30-8:30pm

- \$150 Rental fee: includes a minimum of 2 hours rental time and up to 50 Slash Padadmissions for rental period.
- \$100 Deposit and 50% of the rental fee is due at time of reservation. \$50 balance due two weeks prior to reservation date.
- All rental fees must be paid in advance.

Cancellations

- Should the renter desire to cancel the use of the pad and/or pavilion as outlined in the agreement, the following penalties shall be assessed: Cancellations must be outside the 7 days or there will be a loss of deposit. Rescheduling is possible only if there is a designated rental time slot available.
- If there is inclement weather the day of the rental 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 receive a departmental credit for the amount paid.
- If the splash pad closes for cleaning and equipment maintenance due to fecal defecation 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. The passes must be used during the current season, and the pass holder must let the recreation department know the date and session that are attending.
- The owner reserves the right to cancel this agreement without cause provided reasonable
 written notice is given to the renter. Money paid on account of renter allocable to any time or
 event during which the renter does not have the use of the premises by cancellation shall be
 refunded to the renter within a reasonable time. It is expressly agreed that in the event of the



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 Splash Pad

- 1. No grills or cooking devices allowed. Food and drink are allowed with Splash Pad Pavilion rentals, including catering or delivery.
- 2. Persons are not allowed to possess or consume alcoholic beverages on the premises.
- **3.** Smoking and Vaping is prohibited in the fenced pad area.
- **4.** No inflatables are allowed with the Splash Pad and Pavilion rentals.
- **5.** Amplified music is prohibited.
- **6.** This agreement does not cover any space or accommodation other than those heretofore set forth inside the Splash Pad and/or Pavilion and specifically does not include any parking spaces either adjacent to or near the facility.
- **7.** Renter agrees to abide by all rules posted at the splash pad and is responsible for all persons in their rental group to abide by the same posted rules including no food, glass, appropriate clothing attire, swim diapers, etc.
- **8.** No portion of the splash pad and/or pavilion shall be leased or let-out by renter, herein specified, and splash pad shall be used by the renter for any purpose whatsoever except as specifically set out herein.
- **9.** Nothing contained in the lease shall be construed to prohibit the Department of Parks, Recreation, and Leisure Services, or any department of the City of Villa Rica, Carroll County, or State of Georgia, its agents or employees from entering the leased premises for purposes of discharging their lawful duties.
- **10.** The sidewalks, passageways, and entrance/exit gates shall not be obstructed by renters or any other person.
- **11.** No person shall be permitted to bring into the splash pad 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 slash pad area.
- **14.** Tablecloths can be used if they are taped or attached with tape. Method to secure tablecloth to table must be easily removable and not permanent. We recommend large binder clips.
- **15.** The renter shall be liable for all damages, caused through its own act or the acts of anyone visiting the splash pad and pavilion upon the invitation of renter caused to the splash pad 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 splash pad 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 Villa Rica.
- 17. The renter hereby releases the City of Villa Rica from all damages to persons or property during its use of splash pad and pavilion. Renter agrees to indemnify and pay to the City of Villa Rica for any damages to its property resulting from the use of splash pad 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 splash pad and pavilion by renter. The indemnification herein agreed to by the renter shall include indemnification for negligent acts of the City or any of its agents or employees.
- **18.** Renter accepts the splash pad and pavilion in good order and repair and agrees to return it to the City in the same condition.
- **19.** This agreement does not cover any space or accommodation other than those heretoforeset forth either inside or outside of said splash pad 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 the 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 Villa Rica 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 the 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. The owner reserves the right to cancel this agreement without cause provided sixty days written notice is given to the renter. Money paid on account of the 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 splash pad 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 splash pad and pavilion may not be used for commercial purposes in which profit may be derived by an individual, group, or business.
- 26. In case of emergency Please dial 911.

