



Town of Georgia

47 Town Common Road North. • St. Albans, VT 05478

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MUNICIPAL RECREATION AREA FACILITIES & USE RENTAL AGREEMENT

This rental agreement is dated _____, 20____ by and between the Town of Georgia (the Town) and _____ (the Renter). In consideration of the mutual covenants and conditions herein, the parties agree as follows:

FACILITY USED AND RENTAL PERIOD:

The Town rents to the Renter use of the **Recreation Area Facility** in Georgia, Vermont for the following rental period: from _____ to _____.

The Town of Georgia Municipal Recreation Area and Beach Pavilion are open for use by the general public seasonally from approximately 9:00 a.m. to dark. Reservation for rental is on a first come first serve basis and is contingent upon receipt of all required paperwork, fully completed, and receipt of all required payments in place with the Town Hall personnel prior to the rental. Until this is received, the use authorization will NOT be issued by the Town.

RENT AND SECURITY DEPOSIT:

Renter will pay the Town a rental fee in the amount of **\$200.00** at the signing of this Rental Agreement. A signed Rental / Use agreement, payment of the appropriate fee, is required from all users, unless a waiver of use fee is granted by the Selectboard. Organizations and groups may apply in writing to the Selectboard, at least 30 days in advance of their requested use date, to request the fee waiver. Waivers are at the discretion of the Selectboard.

LIABILITY:

The Town of Georgia requires an up to date liability insurance binder with a minimum coverage of \$1 Million, naming the Town of Georgia as an additional insured, from all organizations and groups, to be on file at the Town Hall prior to any rental or use of our facilities. Individual residents using the facilities are NOT required to file this insurance binder. Georgia municipal boards, groups, staff, committees and commissions, on Town business, are covered under Town insurance and are not required to provide individual coverage binders. All individual residents, groups and organizations other than Georgia municipal entities, are required to sign the Use Agreement, Policy and Liability, Release, Waiver, Discharge and Covenant Not To Sue forms prior to use of this facility.

Indemnification and Hold-Harmless: Renter agrees to indemnify and hold the Town, its officers, agents, and employees harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the facility and grounds by you, and your guests, agents, or employees

RULES:

- The maximum number of people that can utilize the Municipal Recreation Area Beach Pavilion at one time is 350.
- SMOKING IS PROHIBITED AT THIS RECREATIONAL FACILITY BY TOWN ORDINANCE.
- DOGS ARE PROHIBITED ON THE GROUNDS OF THIS RECREATIONAL FACILITY BY TOWN ORDINANCE, with the exception of guide dogs and leashed dogs being immediately transferred to or from a watercraft and to or from

a motor vehicle while accessing or egressing Lake Champlain and then being immediately removed from the facilities.

- NO GLASS bottle beverage containers; use plastic or cans only please.
- Skateboards, bikes, blades or any other wheeled apparatus are not allowed on the tennis/basketball courts.
- NO OPEN FIRES. Please use the barbecue pits provided.
- No motor vehicles are to be driven on the greens or on the back access road to the pavilion. If you need to unload heavy items, or need handicap access, please notify Town staff in advance in writing and accommodations will be made.
- Please be aware that other visitors from the general public are allowed to use the general beach facilities, including bathrooms, fields and barbecue pits, beach area and boat launch when you are renting the pavilion.

ASSIGNMENT:

This rental agreement is not assignable to any other entity, person or party.

CANCELLATION:

Rental fees will not be refunded if notice is received from Renter less than 14 days before a scheduled rental period, unless the facility is subsequently rented for that previously scheduled date.

RIGHT OF ENTRY AND TERMINATION:

The Town, its officers, agents, and employees shall always have the right to enter the rented facility before during and after the rental period to confirm the Renter's conformance with the terms of this Agreement. If the Town determines, in its sole judgment, that the Renter has breached any term of this Agreement, the Town shall have the right to immediately terminate this Rental Agreement prior to the expiration of its term and prior to the conclusion of the Renter's event without any refund to the Renter.

Town of Georgia Facilities Rental Agreement Signatures required below.

User Name: _____

Date of Event: _____

Signature: _____

Printed Name: _____

Organization: _____ (If applicable)

Contact Phone # _____

Town Representative: _____

Date: _____

Insurance Binder on File: Y N Effective Date:

Facility Rental / Use Agreement, Policy and Waiver forms filed: Y N

Town Authority signature and Date:

