

**Activity
Building/Pavilion
Rental
Application**



City of Brookhaven
3360 Osborne Rd. NE Brookhaven,
GA 30319
Phone: 404-637-0512
philip.mitchell@brookhavenga.gov

STANDARD FACILITIES ARE NOT GUARANTEED TO BE CLEANED PRIOR TO YOUR RENTAL SO BY SIGNING THIS AGREEMENT, YOU ARE ACCEPTING THE FACILITY AS IT IS. IT IS ALSO YOUR RESPONSIBILITY TO MAKE SURE THE FACILITY IS NOT OTHERWISE OCCUPIED WHEN YOU ARRIVE AND THE CITY SHALL NOT BE RESPONSIBLE FOR REMOVAL OF ANY SUCH PERSON.

Renter agrees to all of the following:

TERMS AND CONDITIONS

1. Applicant must have the General Use Agreement, permits, and receipt in their possession for verification at the event.
2. Only applicants 21 years or older are issues Use Agreements and agrees to adhere to all City, County, and State laws and ordinances
3. The Department of Parks & Recreation reserves the right to cancel or suspend any scheduled activity at a City facility when it is determined that such use is unsafe for the general public and park patrons
4. Shelter rentals only include the use of the shelter and adjacent grills for the time indicated on agreement and not the surrounding areas and playgrounds
5. Non-residents are charged an additional fee for rental of City parks and facilities
6. Cancellation and refund requests must be made in writing to the Department of Parks and Recreation 10 (ten) days prior to the reservation date, after which no refunds will be allowed
7. Once a shelter is occupied, there are no refunds due to rain or bad weather
8. Vehicles are not permitted off paved driveways. Brookhaven Police Department will issue citations for unauthorized parking
9. Event should not be open to the general public. No publicity, advertising, or online flyers of any kind relating to the event may be distributed.
10. Rental fee and refundable damage deposit must be paid up front to secure reservation. Reservations will not be held without payment. Per Brookhaven Finance Department guidelines, the damage deposit will be returned via check 2-4 weeks after your rental. Make checks or money orders payable to the City of Brookhaven; 3360 Osborne Rd. NE. Brookhaven, Georgia 30319. There will be no refunds issued for Special Permits. Cash and card payments are also accepted.
11. Inflatables and/or amplified music is permitted in the park(s) with an approved permit, payment of applicable fee, and proof of insurance. It is the responsibility of the applicants to provide a power source.
12. Water slides (apparatus) are not permitted in Brookhaven's Parks
13. Shelter attendance shall not exceed maximum capacity stated on the General Park Use Agreement Application. Overextending the capacity is a violation of the permit conditions
14. Tables are made available at each pavilion; however, electricity and water is not guaranteed at any facility.
15. NO stakes or objects longer than 6 (six) inches may be driven into the park turf
16. Applicant shall leave the facility free of trash and debris generated by the event. All trash shall be sacked and placed along the curbside at the conclusion of the event
17. Clean-Up includes the following: removing all litter, signs and decorations from and around pavilion including anything hung from rafters.

18. Applicant is responsible for providing security and/or traffic control as deemed necessary by the Brookhaven Police Department at applicant expense
19. Applicant will be billed for cost of repairs and/or replacement of any and all damaged to structures, equipment, facilities, planting, or turf beyond normal wear and tear
20. The City of Brookhaven will not be held responsible for any loss or theft during the event; personal items should not be left in vehicles.
21. CERTIFICATE OF INSURANCE is required for some events. Certificate of Insurance must name City of Brookhaven as the additional insurer \$1,000,000 (ONE MILLION DOLLARS) each (OCCURANCE COMBINED SINGLE LIMIT). Applicants agree to assume the defense and indemnify and hold City of Brookhaven, its Officers, Board of Commissioners, Directors, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlement cost, charges, professional fees, or other expenses or liabilities of any kind and character in connection with or arising directly or indirectly out of this Agreement
22. No FIRES are permitted, other than in designated areas. Only fireproof or fire-retardant materials may be used for decorations and at no time shall stop signs be covered or obstructed. Failure to adhere will jeopardize future use of City parks
23. Applicants understand that the selling of food is prohibited. Applicant may apply for a vendor permit from the Parks and Recreation Department and the DeKalb Board of Health 45 days prior to event to receive applicable permits.
24. Applicants understand that failure to comply with these terms and conditions may cause revocation or termination of this permit and will jeopardize future use
25. Applicants understand that alcohol is permitted only in conjunction with a facility reservation and approved alcohol permit. Once permit application is sent to Parks office it will be signed and returned to the applicant. Applicant will take signed form to City Hall to acquire alcohol permit, and will be contacted by Brookhaven PD to arrange for officers to be present on-site at applicant's expense. Alcohol must be consumed in the reserved area (pavilion). State, County, and City laws on alcoholic beverages will prevail. No alcohol will be allowed within city facilities without approved alcohol permit and PD presence.
26. ONLY OFF DUTY BROOKHAVEN POLICE OFFICERS are utilized at events held at City parks and facilities. Brookhaven's Police Department will determine the specific security personnel needed and will arrange for their presence at the applicants expense.
27. Rental applicants may not charge admission or ask for donations for entry into their rental space.
28. If upon review of this application it is determined your rental constitutes a special event, a special event application and associated fees may be required.
29. There is a required 2 hour minimum on all pavilion rentals.
30. Rentals are not booked more than 2 months in advance. Any application forms sent prior to 2 months before the desired rental date will not be accepted.
31. The applicant shall read, understand, and agree to all provisions set forth in this Agreement.