



DOUGLAS COUNTY PARKS AND RECREATION FACILITY RENTAL CHECKLIST

THANK YOU FOR YOUR INTEREST IN RENTING A DOUGLAS COUNTY PARKS AND RECREATION FACILITY. PLEASE READ THE FOLLOWING CHECKLIST TO DETERMINE WHICH FORMS YOU WILL NEED TO COMPLETE AND SUBMIT FOR YOUR EVENT.

- The Standard Facility Use Application should be completed and submitted for all rentals of Douglas County Parks and Recreation pavilions, rooms, and ball fields.
- The Standard Facility Use Agreement should be read, signed, and returned with your Application.
- A Special Event Vendor Application (One time approval for one event only) should be completed, signed, and returned with your Application. *(See Attachment 1)*

Douglas County Parks and Recreation Ordinance Section 12.5-16. SALES

It shall be unlawful for any person to vend, sell, peddle, or offer for sale any commodity or article within a park, unless such activity is authorized in writing by the department. *(See Attachment 2)*

- Food Permits are required from the Health Department (770) 920-7311 for anyone giving or selling food to the public, or if you are hiring a caterer to serve at your event. Your request must be submitted to the Health Department at least 30 days prior to your event for processing. DCPR must be in receipt of the approved Food Permit at least 7-10 business days prior to the date of your event.
- Certificate of Insurance must be provided for all inflatables, rock climbing walls, water slides, dunk tanks, etc., which should name Douglas County Board of Commissioners as an additional insured. The insurance policy will need to be submitted to Douglas County's Office of Risk & Safety (770) 920-7205 for approval at least 7-10 business days prior to your event with DCPR receiving an approved copy.
- The Standard Event Hold Harmless Agreement should be read, signed, and returned with your Application. *(See Attachment 3)*

A copy of the signed approval serves as the "Permit" and should be kept on site and available for inspection during the event.



**DOUGLAS COUNTY PARKS AND RECREATION
STANDARD FACILITY USE APPLICATION**

APPLICANT INFORMATION

Name of responsible person reserving facility: _____

Name of organization (if applicable): _____

Street Address _____ City _____ State _____ Zip _____

Daytime Phone Number: _____ Alternate Phone Number: _____

Organization website: _____ Email Address: _____

Are you (User) a citizen of Douglas County? Yes No Douglasville Yes No

Official President/Chairman, CEO or Registered Agent of User Organization: _____

Daytime Phone Number _____ Alternate Phone Number: _____

Is this organization registered with the Secretary of State as a nonprofit organization? Yes No

EVENT INFORMATION

Location Requested: _____ Specific Facility: _____

Date(s)/Time of Requested Use: ___/___/___ am pm through ___/___/___ am pm

EVENT TYPE: Private Athletic Public Conference Fundraiser Wedding

Other (*please describe*) _____

Will this event generate revenue for the organization? Yes No

If yes, for what will the proceeds be used? _____

Brief description of event: _____

EVENT SIZE: Number of Staff/Volunteers _____ Number of Attendees _____ Targeted Age Group(s) _____

ATHLETIC EVENTS: Location Name _____ Field Number(s) Requested: _____

How many teams are expected to participate? _____ Type of Tournament: _____

Base Distances: _____ Pitching Distance (to rubber): _____

VENDORS: (See Attachment 1 to Facility Use Agreement)

What will be served/sold at event: Food/Beverages Arts/Crafts Souvenirs Clothing

Other (*describe*) _____

Will food be served by a caterer? Yes No

If yes, then provide caterer's name and phone number: _____

EQUIPMENT: List any equipment User will be bringing to the event: _____

ELECTRICAL ACCESS: Do you need access to electrical outlets: Yes No

If yes, how many and for what purpose? _____

DOUGLAS COUNTY PARKS AND RECREATION STANDARD FACILITY USE AGREEMENT



GENERAL TERMS AND CONDITIONS

This Facility Use Agreement (hereinafter referred to as “**Agreement**”) is made and entered into this _____ day of _____, 20 ____ by and between Douglas County Parks and Recreation (hereinafter referred to as “**DCPR**”) and _____ (hereinafter referred to as “**User**”) for the purpose of using a Douglas County facility for an event referenced on the Douglas County Parks and Recreation Facility Use Application (hereinafter referred to as “**Event**”) at (name of Park/Facility) _____ hereinafter referred to as “**Facility**”.

1. FACILITY

- a. **Application for Facility Use:** Request to use any DCPR facility by or on behalf of any organization must be made in writing, on official company or organization letterhead, and signed by an employee or legally designated official of the User organization. The specific date(s) and times must be included in the written request. The Facility Use Application and Agreement must also be completed and both documents must be signed and dated.
- b. **Rental Hours:** No event may start before 8:00 a.m. Monday through Saturday or before 12:00 p.m. on a Sunday. All events shall end by 10:00 p.m.
- c. **Rental Availability:** DCPR programs will have priority over all other programs. However, if a facility has been scheduled for another use, an Agreement signed, and all requirements have been met (including payment) DCPR will make every possible effort to schedule DCPR programs so as not to interfere with the previously scheduled Event.
- d. **Selling of Goods/Services:** If User or User’s vendor(s) plan to vend, sell, peddle, or offer for sale any commodity or article within a park, preapproval must be obtained by completing and submitting a vendor application (Attachment 1). The vendor application must be submitted to DCPR at least seven (7) days prior to the date of the Event.
- e. **Parking:** The User, its guests and invitees shall use the parking area adjacent to the Facility premises and shall park only in designated parking areas. No vehicles are allowed on grassed areas for any reason.
- f. **Location of Activities:** Activities are to remain confined to the space and/or room(s) that are being leased.
- g. **Laws and Rules:** The premises shall not be used in violation of any regulation or law of any governmental body. Please refer to Attachment 2 for a complete list of DCPR Ordinances.

- h. **Selling and/or Serving of Food and Beverages:** Food permits are required from the Health Department (770) 920-7311, for anyone giving or selling food to the public or if you are hiring a caterer to serve at your event. Your request must be submitted to the Health Department at least 30 days prior to your event for processing. DCPR must receive the approved food permit at least 7 to 10 business days prior to the date of your event.
- i. **Condition of Premises:** User, at the termination of booking date, shall return premises, furniture, props, equipment, and fixtures used in connection therewith to DCPR in as good condition as when turned over to User.
- j. **Property Loss/Damage:** User assumes all risk of damage to, and loss by theft or otherwise of property of the User or User's exhibitors, contestants, guests, as well as employees thereof, and DCPR and the Douglas County Board of Commissioners are expressly released and discharged from any liability for any such loss.
- k. **Hold Harmless Agreement:** The User/Participant hereby releases, waives, discharges and agrees to hold harmless for any and all purposes, Douglas County, Georgia, its Board of Commissioners, elected officials, officers, directors, agents or employees from any and all damages, losses, liabilities, claims, illness, demands, bodily injury or personal injury, including death, that may be sustained by Participant, its employees, volunteers, agents, affiliates, or any third-party participant during its use of the Property. A fully executed Standard Event Hold Harmless Agreement (*Attachment 3*) must be returned with User's Application.
- l. **Decorations and Signage:** Decorations may not be used unless specifically approved by the Facility Manager. In addition, signs are not allowed to be taped, hung, stapled, or nailed to any tree, sign post or exterior of a building without written permission from the Facility Manager.
- m. **Facility Access:** Hallways, restrooms, exit doors, parking lots, driveways and other common areas must not be blocked or otherwise restricted by User. Others may be using the Facility at the same time and courtesy and respect for the rights of others is expected.
- n. **Fire Restrictions:** Preapproval from the DCPR Director is required for use of candles, open flame cooking, use of generators, propane tanks, or any other types of fire usage.

2. EQUIPMENT

- a. **Certificate of Insurance:** If equipment such as an inflatable "Moon Walk", slide, train ride or any other items will be used during User's Event, User must provide DCPR with a copy of a current liability insurance policy covering any claims arising from the use of said equipment from User or from the vendor of such equipment, if rented.
- b. **Use of DCPR Tables and Chairs:** For an additional fee, User may be allowed to use kitchen equipment, tables and chairs, etc., located within the premises. No equipment, tables, or chairs shall be removed from the premises. DCPR does not, however, guarantee the availability of any equipment, including tables and chairs, for use during reserved events unless specifically noted in the note section following the signature line of this Agreement. DCPR can't guarantee a specific number of tables and chairs. If User requires a large number of tables and chairs, User should make separate and specific arrangements.
- c. **Damage to DCPR Equipment:** Damaged equipment will result in a deduction of a portion of the damage deposit that will cover any replacement or repairs. Any damage done to equipment, facilities, etc., which exceeds the deposit amount, must be paid in full by the User.

- d. **Equipment Approval:** DCPR reserves the right to approve or disapprove any and all equipment to be furnished, installed, or used by the User. Any such equipment authorized by DCPR and used by the User shall be removed at the termination of User's booking period.
- e. **Electrical Outlets:** DCPR staff must approve any use of electrical outlets in a DCPR Facility.

3. USE AGREEMENTS

- a. **Scheduling Conflicts:** DCPR reserves the right to void the Agreement due to scheduling conflicts.
- b. **Notice of Cancellation:** In the event of cancellation of the Agreement, the User will be given at least a notice of fourteen (14) business days, if possible. Some emergency situations may arise where a fourteen-day notice is not possible.
- c. **Revocation:** DCPR reserves the right to immediately revoke a permit and/or stop a use in progress if the User fails to comply with any governmental law or regulation. DCPR may also revoke a permit and/or stop a use in progress if the User fails to secure a necessary permit, disregards a lawful order of an authorized DCPR representative, engages in an activity that may cause injury to the public or damage to the premises, or engages in any other misconduct or misuse of a DCPR Facility.
- d. **Right to Refusal:** DCPR reserves the right to deny a group use of a facility due to past unacceptable conduct and/or outstanding payment discrepancies.
- e. **Youth Group Rentals:** Youth group rentals or rentals on behalf of youth guests must have a minimum of 1 adult chaperone for every 15 youth. Youth are defined as under the age of 18. Adult is defined as over the age of 25.
- f. **No Assignment:** The User shall not have the right to assign this Agreement or any rights hereunder nor to sublet said premises.
- g. **Staff and Security:** If the DCPR Director determines additional security/staff is required for User's Event, additional fees may be charged to cover additional staff.
- h. **Kitchen and Concession Use:** The use of kitchen or concession areas is expressly prohibited unless User has prior written approval of the DCPR Director or his designee.
- i. **Deliveries:** Deliveries requiring more than one trip or the use of carts or hand trucks should be made through the delivery entrance. **DO NOT PARK DIRECTLY IN FRONT OF THE MAIN ENTRANCE DOORS.**
- j. **Retain Permit:** User must retain a permit copy on the Facility premises throughout the Event.
- k. **Photo Release:** User agrees to give Douglas County, Georgia permission to take photographs of me and/or my child or photographs in which I and/or my child may be involved with others without compensation to me. These photographs may be used by Douglas County for promotional and informational purposes in print, on the Douglas County website and in other media. I/We are in a position to furnish, upon request by Douglas County Parks and Recreation, a certified copy of the above named participant's birth certificate.

4. PAYMENT INFORMATION

- a. Payment is due in full at the time the reservation is made. A damage or cleaning deposit may also be required.
- b. Reservations made less than fourteen (14) days prior to the reserved date of use must be paid in full as soon as the reservation has been approved.
- c. The Facility will not be reserved and a Facility Use Permit will not be issued until all paperwork is complete and the appropriate deposit has been paid. The Facility Use Permit serves as evidence that the Facility has actually been reserved and all required conditions and approvals have been met.
- d. User agrees to pay DCPR any costs incurred for the use of additional equipment and space not specified in this Agreement.
- e. The DCPR Director reserves the right to require additional security/staff for a reservation. The extra security/staff costs will be paid by the User and will be determined on a case by case basis by DCPR Management
- f. User may sell novelties, programs and souvenirs, ONLY if approval is received from the DCPR Director or his designee. This approval will only be granted if a written list of the items for sale, including prices, is presented for approval seven (7) business days prior to the event. The sale of these items is subject to a 15% commission fee (\$15.00 minimum) payable to DCPR.

Approved methods of payment for all event related expenses are as follows:

Cash	Check	Money Order	Credit/Debit Cards (Visa/Mastercard)
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BY SIGNING BELOW, THE USER ACKNOWLEDGES THAT ONLY THE FACILITY AND OR EQUIPMENT DESIGNATED ON THE ATTACHED "FACILITY USE PERMIT" IS RESERVED AND THAT SAID FACILITY OR EQUIPMENT IS ONLY RESERVED FOR THE TIME DESIGNATED ON THE ATTACHED "FACILITY USE PERMIT".

IF A PERMIT HAS NOT BEEN ISSUED – THE FACILITY HAS NOT BEEN RESERVED.

I hereby acknowledge that I have read, understand, and agree to the terms and conditions set forth in this Agreement this _____ day of _____, _____.

Printed Name

Organization Name

Signature

DCPR Manager's Signature

Date

DCPR Director's Signature

Date

Notes: _____

THE FACILITY OR LOCATION IS NOT RESERVED AND
THE EVENT OR ACTIVITY IS NOT APPROVED AND SHOULD NOT BE PUBLICIZED
BEFORE A TRANSACTION I.D. / PERMIT NUMBER HAS BEEN ISSUED

OFFICE USE ONLY

TRANSACTION ID / FACILITY USE PERMIT NUMBER: _____

DCPR staff receiving this application: _____

Date received: _____

**Application reviewed by: _____

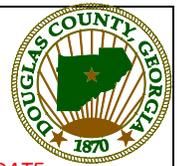
Date signed: _____

Deposit Paid: _____ Date: _____ Check #: _____

Rental Fee Paid: _____ Date: _____ Check #: _____ Transaction ID#: _____

Reservation entered on Calendar by: _____ Date entered: _____

NOTES: ** STAFF SIGNATURE DOES NOT MEAN FINAL APPROVAL FOR USE OF THE FACILITY. APPROVAL IS EVIDENCED BY THE ISSUE OF RESERVATION TRANSACTION. THE REC 1 TRANSACTION RECEIPT (with a unique transaction ID#) IS THE "PERMIT".



REQUEST FOR SPECIAL EVENT VENDOR APPROVAL

ONE TIME APPROVAL FOR ONE EVENT ONLY. REQUEST MUST BE SUBMITTED AT LEAST 7 BUSINESS DAYS PRIOR TO EVENT DATE.

VENDOR INFORMATION

Vendor Name:	Event Sponsor Name:
Street Address:	Primary Phone:
City, State, Zip:	Alternate Phone:
Douglas County Business License :	Email Address:

EVENT INFORMATION

Name of (park) Location:	Special Event Name:
Specific Location within Park:	Date and time of event:

- Is electricity use requested by Vendor: Yes No Water: Yes No
- Will food preparation and/or cooking take place at this event: Yes No
If yes, Vendor must request and provide a temporary food service permit from the Health Department to Douglas County Parks and Recreation no later than thirty (30) days prior to the date of the event.
- How will the event sponsor or Douglas County benefit from Vendor operations?

- Please list all products and/or services you will be selling and their prices:

Important conditions:

Please note that all Vendors selling food and/or beverages must provide a trash receptacle in front of their site.
Coca Cola products are the only soft drink products which are allowed to be sold at an event.

DISCLAIMER

This is an application only. There is no guarantee that Douglas County Parks and Recreation (hereinafter referred to as "DCPR") will approve your request and issue a Vendor Permit for this or any other date or event. Community Sports Associations or any other individuals or organizations DO NOT have the authority to grant permission to sell or offer any services or goods in or on DCPR property.

It is incumbent upon the Vendor to meet all local, state and federal legal operating requirements including, but not limited to: Health Department, State Sales Tax, IRS, insurance, etc. Any Vendor Permit issued by DCPR does NOT substitute or relieve the Vendor from these responsibilities. If a DCPR Vendor Permit is granted and DCPR finds the Vendor does not meet local, state, or federal operating standards, the DCPR Permit will be revoked and the Vendor may be asked to vacate DCPR property immediately.

Any Vendor found operating without a DCPR Permit is in violation of Douglas County Park Ordinance §12.5-16 which reads as follows:

It shall be unlawful for any person to vend, sell, peddle, or offer for sale any commodity or article within a park, unless such activity is authorized in writing by the department.

I hereby acknowledge that I have accurately completed this application to the best of my knowledge. In addition, I have read and understand the terms and conditions I must adhere to if approved as a Special Event Vendor.

Signature of Event Sponsor: _____ Date: _____

FOR DOUGLAS COUNTY PARKS AND RECREATION ADMINISTRATIVE OFFICE USE ONLY

Permit Approval Recommended by: _____ Date: _____
Park Manager (signature)

Application for Vendor Permit: Rejected Approved Transaction Reference No. _____

Permit Approved by: _____ Date: _____
Director (signature)

ATTENTION VENDOR: If this application is approved and returned to you, keep this form on hand as it will serve as your DCPR Vendor Permit. You may be asked to show this document as proof of authorization to operate on DCPR property.



DOUGLAS COUNTY PARKS AND RECREATION PARK ORDINANCES

WHEREAS, the Douglas County Board of Commissioners has determined that it would be advantageous to create an ordinance governing the use of Douglas County's Parks.

NOW THEREFORE BE IT ORDAINED by the Douglas County Board of Commissioners that a new Chapter 12.5 of the Douglas County Code relating to parks and recreation be enacted as follows:

"Sec. 12.5-1. Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Department means the county parks and recreation department, a department under the jurisdiction of the board of commissioners.

Parks means all parks and all facilities located thereon, owned and/or controlled by the county and operated under the jurisdiction of the county parks and recreation department.

Person means any individual, citizen, group, association, firm, corporation or other legal entity that is authorized to use and enjoy the county's parks and any structure or facility located therein.

Sec. 12.5-2. Penalties

(a) Any person violating any of the provisions of this chapter shall be punished in accordance with section 1-8.

(b) Any person violating any of the provisions of this chapter may be ejected, barred or suspended by the department from using any or all parks, if in the department's sole discretion, such action is necessary to protect a park, the facilities located therein, or the public's health, safety or welfare.

Sec. 12.5-3. Authority to issue citations for violations.

For the purpose of issuing citations for violations of this chapter or any rule or regulation as may be hereafter promulgated by the department, the director of the department, his designee or a law enforcement officer shall be authorized to prepare, issue and serve citations on any person that in the opinion of the department director has committed a violation.

Sec. 12.5-4. Use of grounds and facilities generally.

Every person using the parks shall clean up all debris, extinguish all permitted fires, and leave the premises in good order and the facilities located thereon in a neat and sanitary condition.

Sec. 12.5-5. Prohibited acts.

It shall be unlawful for any person using the parks, grounds, or facilities to either perform or permit to be performed any of the following acts:

ATTACHMENT 2

(1) Willfully mar, deface, disfigure, injure, tamper with or displace or remove any buildings, bridges, tables and benches, fireplaces, railings, paving or paving material, water lines or other public utilities or parts or appurtenances thereof, signs, notices, or placards, whether temporary or permanent, monuments, stakes, posts, or other boundary markers, or other structures or equipment, facilities or park property or appurtenances whatsoever, either real or personal.

(2) Throw, discharge, or otherwise place or cause to be placed in the waters of any fountain, pond, lake, stream, or other body of water in or adjacent to a park or tributary, stream, storm sewer, or drain flowing into such water, any substance, matter or thing, liquid or solid, which will or may result in the pollution of such waters.

(3) Damage, cut, carve, transplant, or remove any tree or plant or any part thereof.

(4) Hunt, molest, harm, frighten, kill, trap, chase, tease, shoot, or throw missiles at any animal, or remove or have in one's possession the eggs, nest, or young of any wild animal.

(5) Bring in, dump, deposit, or leave any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage, refuse, or other trash or debris in a park or waters in or contiguous to a park other than in designated containers.

(6) Disturb the peace, or use any profane, obscene or inflammatory language.

(7) Commit any assault or battery, engage in fighting, or commit any other offense in violation of federal, state or county law.

(8) Endanger the safety of any person by any conduct or act.

(9) Prevent any person from using a park, or any of its facilities, or interfere with such use in contravention of the provisions of this chapter and rules applicable thereto.

(10) Dress or undress in a park, or in any vehicle, toilet, or other place located within a park, except in such bathing houses or structures as may be provided for such purpose.

(11) Apply any chemical or fertilizer to any lawn, athletic field, soil, structure or facility of a park.

(12) Introduce any plant material, seed, sod, tree, shrub to any lawn, athletic field, forest or soil of a park.

(13) Violate any rule or regulation promulgated by the department relative to the use of a park.

Sec. 12.5-6. Hours of operation.

Unless otherwise posted by the Director, all parks shall be open daily to the general public between the hours of 8:30 a.m. and 11:00 p.m. It shall be unlawful for any person other than county personnel conducting county business therein to come onto or be present in a park during any other hours. A park or section of a park may be closed to the public by the department at any time and for any length of time, either temporarily or at regular or state intervals.

Sec. 12.5-7. Group activity.

Whenever more than 15 members of any group desire to use a park for a particular purpose, such as a picnic, party, sports event or theatrical or other entertainment performance, a representative of such group shall first obtain a permit from the department for such purpose, unless the group is sponsored by the department as one of its scheduled programs. The department shall grant the application for a permit if it appears that the group will not interfere with the general use of the park by individual members of the public, and if the group meets all other reasonable conditions which may be imposed by the department. Such application may contain a requirement for an indemnity bond and/or on site security to protect the county from liability of any kind or character and to protect county property from damage.

Sec. 12.5-8. Picnic areas and use.

Unless otherwise permitted pursuant to Sec. 12.5-7, no person shall use any picnic area or any facility located in a park for the purpose of holding picnics or other activities to the exclusion of other persons, nor shall any person use such area or facility for an unreasonable length of time if the area is crowded.

Sec. 12.5-9. Games.

It shall be unlawful for any person to endanger the general public in a park by taking part in or abetting the playing of any games involving thrown or otherwise propelled objects such as balls, stones, arrows, javelins, or model airplanes except in areas set apart for such forms of recreation. The playing of rough or potentially dangerous games such as football, baseball, and soccer is prohibited except on the fields, courts, or areas provided therefor. Park areas other than those designated as golf clubs or driving ranges may not be used for golf practice, driving ranges, or putting greens.

Sec. 12.5-10. Camping.

It shall be unlawful for any person to set up a tent, shack, or any other temporary shelter for the purpose of overnight stay, or to leave in a park after closing hours any movable structure or vehicle to be used or that could be used for overnight stay, such as a use trailer, camp trailer, wagon, or the like, unless authorized by the department.

Sec. 12.5-11. Swimming.

It shall be unlawful for any person to swim, bathe, or wade in any waters or waterways in or adjacent to a park except in such waters and at such locations as are designated therefor. Such swimming activity shall be in compliance with regulations pertaining thereto as set forth in this chapter or hereafter adopted.

Sec. 12.5-12. Boats and rafts.

It shall be unlawful for any person to use a boat or raft or other flotation device on any waterway, stream, lake or pond in a park unless written authorization allowing such activity is received by the department.

Sec. 12.5-13. Fires.

It shall be unlawful for any person to build or attempt to build a fire except in such areas and under such regulations as determined by the department; to drop, throw, or otherwise scatter lighted matches, burning cigarettes, or cigars, tobacco paper, or other inflammable material within a park or on any highway, road, or street abutting, contiguous or adjacent thereto.

Sec. 12.5-14. Animals.

It shall be unlawful for any person to bring a dangerous animal into a park; to permit a dog to be in a park unless such dog is on a leash of not more than six feet in length; to bring any animal onto an athletic or sports field or enclosed playground area within a park; to ride, graze or walk a horse or other type of hoofed animal within a park without obtaining written authorization from the department, unless the park is specifically designated for such use; to fail to immediately remove from the park and dispose in a sanitary manner excrement deposited by an animal in the person's possession and control while in a park; to fail to have in such person's possession, having possession and control of an animal, a device or equipment for the collection and removal of animal excrement. The provisions of this section shall not apply to a person having possession or control of an animal aiding the handicapped (i.e., guide dog) or to police or rescue personnel.

Sec. 12.5-15. Automobiles and off-road vehicles.

(a) It shall be unlawful for any person to drive or park any automobile or off-road vehicle except on a street, driveway, or parking lot in a park; or to leave any such vehicle in any place other than one established for public parking.

(b) The speed limit for all vehicles shall be 15 miles per hour within all parks.

(c) The parking of automobiles shall be permitted in areas designated by the appropriate signs in the public parks of the county as long as such parking is in accordance with the traffic laws, rules and regulations of the parks and the occupants of automobiles do not create a disturbance or violate any law or ordinance of the county or the state.

(d) It shall be unlawful for any automobiles or trucks to be parked on any of the drives, avenues or parking lots in any public park between the hours of 12:01 a.m. and 7:00 a.m. daily.

(e) It shall be unlawful for any person to park any vehicle upon any of the drives, avenues or parking lots or at any other place within any park when such person is not a user of the park or any of its related facilities.

Sec. 12.5-16. Sales.

It shall be unlawful for any person to vend, sell, peddle, or offer for sale any commodity or article within a park, unless such activity is authorized in writing by the department.

Sec. 12.5-17. Alcoholic beverages.

It shall be unlawful for any person to sell, possess or consume alcoholic beverages within a park unless a special permit for alcoholic consumption of beer and/or wine has been issued by the department.

Sec. 12.5-18. Signs.

It shall be unlawful for any person to paste, glue, tack, post, erect or cause to be erected any sign, placard, advertisement, or inscription whatsoever within a park or highway or street adjacent to a park. This provision shall not apply to any properly authorized government official in pursuit of his official duty or by a person having received written authorization from the department. Any sign, placard, advertisement, or inscription authorized to be erected shall be in compliance with the county's sign ordinance and other applicable county regulations.

Sec. 12.5-19. Firearms.

It shall be unlawful for any person to possess, carry or use any firearm in a park unless otherwise specifically authorized by state law.

Sec. 12.5-20. Fees.

A user fee shall be charged for any special or sports event, or other extraordinary program or activity as may be hereafter established by the department.

A user fee shall be charged for any special or sports event, or other extraordinary program or activity as may be hereafter established by the department.

Sec. 12.5-21. Smoking.

There shall be no smoking in parks except in designated areas.



STANDARD EVENT HOLD HARMLESS AGREEMENT

This Agreement is made by and between _____, (hereinafter “Participant”), and the Douglas County Board of Commissioners, (hereinafter “County”). In consideration for receiving permission to use the property located at _____, (hereinafter “Property”), Participant hereby releases, waives, discharges, and agrees to hold harmless for any and all purposes, Douglas County, Georgia, its Board of Commissioners, elected officials, officers, directors, agents or employees from any and all damages, losses, liabilities, claims, illness, demands, bodily injury or personal injury, including death, that may be sustained by Participant, its employees, volunteers, agents, affiliates, or any third-party participant during its use of the Property.

In addition to providing due care for event, equipment, pedestrian and general safety, the Participant will abide by all health regulations and policies as defined by Douglas County’s Environmental Health Department. The Participant further agrees to use reasonable care to prevent damage to the Property and assumes full responsibility for any risks of loss, property damage or personal injury, including death that may be sustained as a result of any act of negligence by Participant.

INSURANCE

When deemed necessary by the County’s Office of Risk and Safety, the Participant shall provide and maintain insurance coverage with the policies and limits of liability as determined by the Risk Manager / Safety Director. All insurance coverage shall be on a per occurrence basis and shall name Douglas County Board of Commissioners as Additionally Insured and as the Certificate Holder. The Participant agrees to provide Douglas County with copies of all insurance policies listed on the certificate of insurance upon request.

Acceptance of insurance certificates required under this Agreement does not relieve the Participant from liability under this Agreement. This Agreement shall apply whether or not such insurance policies have been determined to be applicable to any such damages or claims for damages. The Participant shall reimburse Douglas County for all costs and expenses (including but not limited to fees and charges of attorneys and other professionals and court costs) incurred by the Douglas County Board of Commissioners in enforcing the provisions of this Agreement.

The indemnification and hold harmless provisions of this Agreement shall survive the execution and delivery of this Agreement and shall protect the County for all claims arising from said event regardless of when the claim is made. This Agreement shall be governed by the laws of the State of Georgia.

This _____ day of _____, 20____.

Participant/Authorized Representative’s Signature

Printed Name: _____

Witness Signature

Printed Name: _____

ATTACHMENT 3