

# Picnic Shelter Reservation and License Policy

## Picnic Shelter Reservation and License Policy

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### *Description*

#### Policies:

**Age:** If the licensee ("Licensee") is an individual, Licensee must be an adult, age 21 years of age or older. If Licensee is an entity, a responsible adult, age 21 years of age or older, must be present and always supervising.?

**Business Verification:** Any business or entity that wishes to apply in their name must be a Limited Liability Corporation or Incorporated. These businesses must also provide proof of their tax identification number on the license application. If the business does not meet the listed requirements, the application must be submitted in an individual's name.?

**Licensee Name:** The name listed on the Facility License Application & Policy MUST be the person or officer of the business that is using the Facility during the requested time. Having another individual or business list their name and/or address for the purpose of receiving the resident license rate is prohibited.

**Application:** The licensee is required to submit a facility use application and submit to the Recreation Assistant completed in its entirety. This application should provide details on the requested space, day, time, and use. Depending on the use additional forms or documentation may be required.

**Facility Use Permit:** The recreation assistant will issue a facility use permit following payment in full. The licensee is only permitted to use the space identified on the permit for the designated date and time on the permit.

**Clean up and trash:** ?All trash created by licensee must be picked up and placed in the designated trash cans. The licensee is to be responsible for the general cleanup of the facility. In the event the facility is not cleaned after the usage, the user/organization will be billed for the facility to be cleaned based on the staff hourly rate in the board adopted fee schedule. The Licensee will be billed for total hours it takes staff to clean the facility, a minimum of (2) two hours will be billed to the licensee for cleanup.??

**Prohibited Items:** The Town of Zebulon prohibits the following items at all the Town parks: alcohol, inflatables, jumping units, or carnival type rides. Pig cookers and amplified music are only permitted when approved by Parks and Recreation Staff. Tobacco use only permitted in designated parking areas.

**Decorations:** The Town of Zebulon must approve all decorations for the event. All decorations provided by Licensee shall be free standing and removed by Licensee. Nothing is to be attached to the walls, doors, ceilings, or structure.? Nails, screws, staples, penetrating items, tape, or other gummed back materials are prohibited.?

**Liability:** The Town assumes no liability for the licensee's use of the equipment or facility. As a condition of use of the equipment or facility, the licensee shall hold the Town of Zebulon harmless from any claim, or liability arising out of any activity or conduct the licensee while using the facility. The Town of Zebulon will not be responsible for any stolen or left behind goods.

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**Law and Regulation:** Licensee will comply with all laws, ordinances (including Town of Zebulon Noise Ordinance), and regulations adopted or established by federal, state, county, or Town of Zebulon and require that all its attendees comply with same. Licensee will comply with all facility rules and regulations and will require that all its attendees comply with the same. Licensee is solely responsible for the behavior and compliance of its guests and vendors during the event. Failure to comply with applicable laws and rules shall be grounds for immediate expulsion from the facility and termination of the license. In such event, Licensee shall not be entitled to any refund.

**Tents & Structures:** Tents and other shade structures are not allowed during private rentals at any Picnic Shelter Structure.

**Damages:** Any and all damages to the facilities, equipment, and other Town property, while being used by the licensee, will be the responsibility of the licensee and payable in full to the Town of Zebulon. Payment will include the costs of all labor, materials, and supplies to repair or replace the damage to facilities. The Parks and Recreation reserves the right to decline renting to patrons who have incurred damages to Town property in previous licenses or have active suspension letters.

**Parking:** Parking is only permitted in marked spaces. If reserving Whitley Park, overflow parking must be directed to Alford Lot (grass lot) on the opposite end of the park. Vehicles are only to park in approved parking lots. Vehicles are restricted to public roads and designated parking areas. Vehicles should not be driven or parked on any field.

**Closing:** All parks and park shelters close at sundown.

**Setup/Cleanup:** Setup and cleanup is included in your reservation time. Please plan accordingly.

**Grills:** One household grill may be brought to the picnic shelters (gas or charcoal).

**Food Trucks/Catering:** The Town of Zebulon must approve all food trucks, vendors, and concession vendors. Each vendor/company must complete the Vendor/Concession/Admission/Catering/Fee Permit Form. One form will be required for each vendor/company. The form must be submitted at least two weeks prior to the license date.

**Whitley Park:** Whitley Park is a neighborhood park. Those who rent a Picnic Shelter at Whitley Park must always be respectful of residents who live adjacent to the park.

**Payment:** Payment must be received in full, at booking for all picnic shelter licenses.

**Cancellations Initiated by the Town:** The Town of Zebulon reserves the right to make cancellations to any reservation at any time as it relates to health, safety, and welfare. Cancellation notices will be issued as far in advance as possible. All license fees and deposits, including the application fee, will be returned in full if the cancellation is initiated by the Town of Zebulon. The Town of Zebulon will not be liable for any other costs incurred by Licensee due to cancellations made by the Town of Zebulon.

**Cancellations:** The Zebulon Parks and Recreation Refund Policy will provide information regarding cancellations and refunds.

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Weather Cancellations: Outdoor facility usage canceled by Zebulon Parks and Recreation due to inclement weather may be rescheduled, pending space availability. If the Licensee does not want to reschedule the license, the participant can submit a written refund request within three business days after the initial license date.

Insurance: The Town of Zebulon reserves the right to require Licensee to provide insurance for its events. Events in which insurance would be required are subject to approval by the Director. Insurance for events must include insurance covering the Town of Zebulon, the facility, and the persons in attendance. Licensee or permitted caterer will provide a public liability insurance policy in the amount of at least \$1,000,000 and up to \$5,000,000 per claim naming the Town of Zebulon and Licensee as insured parties and covering claims for injuries, deaths, and/or property damage arising out of the use of premises by Licensee. Proof of this liability insurance coverage must be provided to the Recreation Assistant no later than three weeks prior to the event, and if not, the Town may cancel this agreement, and Licensee shall forfeit all rights to refund of any monies paid.

Refuse Licenses: The Town of Zebulon reserves the right to refuse license to any person or group for any event that, at the sole discretion of the Town, is deemed to potentially impair the health, welfare, and/or public safety of citizens or the efficient operation of the Town of Zebulon facilities.

Safety: Licensee agrees, that at all times the event and all activities will be conducted in a manner to protect public safety. All portions of sidewalks, entries, doors, passages, halls, corridors, and all ways of access to public utilities of the premises shall be kept unobstructed by Licensee and shall not be used for any purpose except for ingress or egress to and from the premises of Licensee. Licensee agrees to not bring onto the premises any material, substance, equipment, or object which is likely to constitute a hazard to the property thereon. The Town of Zebulon shall have the right to refuse any such material, substances, equipment, or object, as well as the right to require its removal. Failure by licensee to comply with all safety requirements may result in cancellation of the license.

Park Rules: Licensee must abide and follow all posted park rules.

Policies: The listed policies apply to all groups or individuals who use a Town Park Picnic Shelter. Anyone who does not adhere to all rules may be asked to leave the park without a refund and/or suspended from the facility. The Town of Zebulon reserves the right to alter these policies as needed.

The undersigned Licensee certifies that it has read the above license policies and understands that it is responsible for Licensee and its guests adhering to the policies at the event for which Licensee has reserved and rented the facility. Licensee agrees to defend, indemnify and save harmless the Town of Zebulon, its agents, officers, employees, contractors, and volunteers, each severally and separately, from and against any and all liabilities, demands, claims, damages, losses, costs and expenses of whatsoever kind or nature in connection with Licensee's license and use of the facilities, including, without limitation, any and all direct and indirect costs of defense, made against, or incurred or suffered by, any such indemnitees as a direct or indirect consequence of injury, sickness, or disease, including death, to persons; injury to, or destruction of property, including without limitation, the loss or use of property, or any other cause of action whatsoever, arising out of, resulting from, or which would not have occurred or existed but for Licensee's (and its employees', contractors', agents', officers', and guests') use of the facility. This indemnity shall include, without limitation, any and all liabilities, demands, claims, damages, losses, costs and expenses caused, or alleged, to have been caused by any negligence or any other act or omission of Licensee or Licensee's employees, contractors, agents, officers or guests.

**Name (Required):** \_\_\_\_\_

**Entity Name (If Applicable):** \_\_\_\_\_

# Picnic Shelter Reservation and License Policy

Representative Title: \_\_\_\_\_

Date (Required): \_\_\_\_\_

Signature (Required): \_\_\_\_\_