



Aiken County Parks, Recreation and Tourism Department Facility Rental Agreement

It is hereby agreed between AIKEN COUNTY, a body politic and corporate and a political subdivision of the State of South Carolina, acting through the Aiken County Parks, Recreation and Tourism Department, herein referred to as "Aiken County PRT" and _____, hereinafter referred to as "Renter," that the facility of _____ will be reserved on _____ from _____ until _____ for the purpose of _____ for the rental fee of \$ _____.

Additional refundable security deposit \$ _____. Total = \$ _____.

This Agreement is made subject to the following Terms and Conditions:

- a. All fees, including rental fees and applicable deposits, must be paid at the time of reservation to Aiken County PRT (Parks, Recreation, and Tourism). Reservations become valid only upon receipt of completed rental agreement and payment of fees and deposits.
- b. Reservations must be made at least one week in advance of rental.
- c. All loaned keys, if applicable, must be secured at an agreeable time and returned the next business day following the rental.
- d. The Renter agrees to be held responsible for ALL keys to the building and will ensure that there is NO duplication of keys.
- e. The Renter is responsible for any damages to any portion of the facility and agrees to pay Aiken County PRT, in full, the cost of repairing damage or replacing anything in the facility damaged while under rental.
- f. The Renter agrees to **Release and Hold Harmless Aiken County PRT** for all accidents or injuries which may occur to any person or persons on the premises during the rental period.
- g. The premises will be provided to the Renter in a clean, safe condition, and the Renter hereby agrees to leave said premises and surrounding areas adjacent to facility in a clean, safe condition.
- h. Aiken County will provide all utilities that are normally available at the facility.
- i. All lights shall be turned off by the Renter when the event is concluded.
- j. All doors and locks shall be secured by the Renter when the event is concluded.
- k. No types of chemicals, paints, toxins, tape, etc. are to be used on the facility.
- l. No animals shall be brought into the building, with the exception of any service animal trained to provide assistance to an individual with a disability, without prior approval by the Aiken County PRT.
- m. For functions open to the public, the Renter shall not exclude anyone from participation in, deny anyone the benefits of, or otherwise subject anyone to discrimination because of a person's race, color, creed, sex, national origin, or impairment. (unless such impairment would expose them to injury or they could not be reasonably accommodated.)
- n. A minimum of 48 hours notice is required for a cancellation of a rental. If this notice is not provided, the rental / cleaning fees are non-refundable.
- o. No alcoholic beverages or illegal drugs shall be brought, bought, or consumed on Aiken County property. All Aiken County park rules apply. A listing of Aiken County park rules and regulations can be found at the following link: <http://www.municode.com/resources/gateway.asp?pid=10344&sid=40>
- p. **NO ADMISSION FEE OR DONATION WHATSOEVER MAY BE CHARGED TO INDIVIDUALS WHO WISH TO ENTER THE FACILITY. THE FACILITY WILL NOT BE UTILIZED FOR RAISING FUNDS WITHOUT THE PRIOR APPROVAL OF THE AIKEN COUNTY RECREATION COMMISSION.**
- q. Aiken County PRT reserves the right to cancel any rental or reservation with justifiable cause. Renter shall be entitled to a full refund in the event Aiken County PRT cancels the rental or reservation under this provision.
- r. Aiken County PRT reserves the right to refuse to rent a facility to an individual or group based on a previous unsatisfactory rental experience.
- s. No refunds will be given for rain, thunderstorms, or other acts of God.

Additional Terms and Conditions for Pool Rentals

- a. Lifeguards are required for any pool rental.
- b. Only lifeguards employed by Aiken County PRT may be used. A minimum of 2 are required at all times.
- c. The renter is responsible for the payment of the lifeguards. This is a separate fee apart from the rental fee.
- d. The fee for the lifeguards is \$15 per hour, per lifeguard, with a 2 hour minimum.

Additional Terms and Conditions for Community Center Rentals

- a. Facilities include: Roy Warner Community Center, Aiken County Recreation Center, Courtney Senior Center, Gary Walker Community Center, White Pond Community Center, and Lynwood Community Center
- b. Deposits will be returned after the facility has been inspected and found to be free of damage and thoroughly cleaned. Key deposits will be returned after all keys have been returned undamaged.

Additional Terms and Conditions for Ballfield or Court Rentals

- a. Ballfields and courts are available for rent only for their intended, or similar, use.
- b. Fences are not to be used as nets for batting practice.
- c. Rental of a ballfield or court does not include any additional equipment (pitching screens, pitching machines, etc) unless prior arrangements have been made with Aiken County PRT.

Additional Terms and Conditions for Inflatables, Amusement Rides or Similar Attractions

- a. The Renter or owner of the inflatables, amusement rides or similar attractions, herein referred to as "Attraction," shall provide an acceptable certificate of liability insurance to Aiken County PRT at the time of payment that identifies Aiken County PRT as an additional insured. The limits of the insurance should be \$1,000,000 and the carrier should have an A. M. Best rating of at least A-VI
- b. Renter shall not use Attractions which utilize water; such as pools, slides or sprays.
- c. Renter shall make arrangements to have a representative of the owner of the Attractions on site throughout the duration or the rental period to provide for proper safety and operation of **each** attraction. Aiken County PRT staff will not be responsible for the operation or safety of the Attractions.
- d. Renters will be responsible for supplying their own power. Aiken County will not supply electricity or other utilities for the operation of any Attraction.
- e. Aiken County PRT staff will designate where Attractions may be located within the parks.
- f. Attractions must be secured by in-ground stakes only (as per by manufacturer's instructions). The Renter is responsible for identifying any underground or overhead utilities prior to setting up. The Renter is responsible for the repair of any underground or overhead utilities damaged by or during installation, operation or removal of the Attractions.
- g. All Attractions shall be operated as recommended by industry safety organizations (such as the Safety Inflatable Operators Training Organization), with special attention to physical stabilization, occupancy limits, weight limits, rough-housing, and inclement weather procedures.
- h. Owner of the Attraction shall maintain current training and/or certification from an industry safety organization (such as the Safety Inflatable Operators Training Organization). Proof of training and/or certification may be required prior to approval for the attraction(s).

Please indicate if you'll be utilizing any inflatables or other type rides? Yes: No:

Renter's Signature: _____ Date: _____

If Company or Organization: Printed Name and Title of Signer: _____

Full Name of Company/Organization: _____

Renter's Mailing Address: _____

Renter's Email Address: _____

Phone: _____ Alternate Phone: _____

Approved by: _____

| | |
|--------------------------------|--|
| <u>For PRT Office Use Only</u> | |
| Method of Payment: | <input type="radio"/> Cash <input type="radio"/> Check # _____ <input type="radio"/> Other _____ |
| Amount: | _____ |
| Received by: | _____ |
| Date: | _____ |