

**Application and Rental Agreement Contract**  
**for the Use of Summerfield Community Park Facilities**

SCP has two areas available for rental during park hours: an open-sided picnic shelter and an amphitheater area. Rental rates for both facilities are based on the applicant's town resident status and each requires a rental agreement. Resident status determination is based on the applicant. The picnic shelter requires a minimum two-hour rental and the amphitheater requires a minimum three hour rental. Both require a cleaning deposit due with a rental agreement, but these are refundable if facilities are cleaned to the town's satisfaction as determined by the Parks and Recreation Manager.

**Applicant/Renter Information**

Event Applicant/Renter Name: \_\_\_\_\_

Representing (Self ) (Organization ) Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Alternate Phone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Driver's License Number or other form of picture ID: \_\_\_\_\_ (copy required). Note: Per State Statute, your Driver's License information is confidential and will not be released to the public. Facility renters must be 21 years or older.

**Event Information**

Date(s) of the Event: \_\_\_\_\_  
(Cannot reserve more than 12 months in advance)

Start Time Requested \_\_\_\_\_ (**Allow time for set-up of event**)  
End Time Requested \_\_\_\_\_ (**Allow time for clean-up of event**)

Type of Event or Event Title \_\_\_\_\_

Property to be rented:  Amphitheater  30'x60' Picnic Shelter

Expected Number of Attendees: Adults \_\_\_\_\_ Children \_\_\_\_\_

Estimated Number of Vehicles: \_\_\_\_\_

Vendors on site: Yes  No

Details if applicable: \_\_\_\_\_

Access to Power Requested: Yes  No  (additional charges apply)

Will there be amplified sound: Yes  No

**Fees**

**SCP picnic shelter (30'x60'):**

~ cleaning deposit (refundable dependent upon left condition).....	\$25
~ resident rate for 2-hour block .....	\$25
and each additional hour .....	\$10
~ non-resident rate for 2-hour block .....	\$40
and each additional hour .....	\$15

**SCP amphitheater, restrooms, and adjacent playground:**

~ cleaning deposit (refundable dependent upon left condition) .....	\$75
~ resident rate for 3-hour block .....	\$150
and each additional hour .....	\$50
~ non-resident rate for 3-hour block .....	\$225
and each additional hour .....	\$75

**Waiver of Fees**

The Town has the right to waive fees at the discretion of the Town Manager or Town Council.

**Cancellations**

30 days or more = 100% refund of rental and cleaning deposits

Less than 30 days notice = 50% forfeiture of rental fee, cleaning deposit refunded

Less than 7 days notice = 100% forfeiture of rental fee, cleaning deposit refunded

Events not approved will receive full refund of all fees.

Cancellation of an event due to severe weather or some other “act of God” will not incur a charge if the event does not begin and as long as notice is provided to the Town by leaving a message at Town Hall 643-8655. If the event begins, but is shortened due to severe weather or some other “act of God,” then all fees apply unless ordered to shut down by Town Staff or emergency services personnel to protect life or property.

The refundable deposits are due upon the signing of this application. The rental fee is due 72 hours prior to the commencement of the Event.



## Rules, Regulations, Policy and Procedure

The Town park facilities are not available for the following purposes:

Commercial use (prepared, done, or acting with sole or chief emphasis on profit)  
Meetings with secret rituals  
Political or politically related events  
Religious services (Weddings, picnics, and other community social events are permitted)  
Disruptive events such as disorderly conduct, which would interfere with other park activities  
Classes or events demonstrating or using weapons, firearms or other hazardous materials to include but not limited to, flammable fuels, poisons, etc.

The Applicant/Renter representing a group, business, or other non-private entity must provide a Certificate of Liability Insurance in the amount of \$1,000,000.00 showing the Town of Summerfield to be also insured. This certificate will be presented to the Town of Summerfield's Clerk thirty (30) days prior to the commencement of the event.

**Applicant/Renter must be present at the Event for its duration and responsible for all phases/activities scheduled at the Event.** *A written plan of the event at either the Amphitheater or as required by the Town must be submitted to the Town Clerk no later than thirty (30) days prior to the commencement of the event. The plan will include specificity regarding its attendance, vendors, security concerns, special concerns, use of electricity, set-up, clean-up, and **parking arrangements**. This plan may be waived for Picnic Shelter rental.*

Parking Management Plan must be submitted if more than fifty individuals are expected to attend.

The use of other areas of the Park that may be reserved and are not included in this Contract is prohibited without prior permission.

Rental of the Summerfield Community Center does not constitute rental of any facility at the Park. The Summerfield Community Center, Inc. is a separate entity from the Town, and any rental arrangements for the Community Center must be made through their representatives.

The Town of Summerfield assumes no responsibility or liability for any damaged equipment. Damage to the Amphitheater, picnic shelter, fixtures or underground facilities, equipment, or any other park feature from the event shall be repaired or replaced by the Town of Summerfield and all costs billed to the Applicant/Renter of the facility. These expenditures must be paid within thirty (30) days after billing. The renter also shall forfeit their rental and cleaning deposit.

The Applicant/Renter is responsible for keeping the rented area clean and in a serviceable condition during the rental period specified in the Contract. The Applicant/Renter will not allow trash to accumulate in egresses or place it in an area that would be considered a safety hazard. All trash will be placed in the proper receptacles prior to leaving the property. In addition, the premises must be left in the same condition as before the event. Two one inch diameter eye bolts are installed in the shelter support posts and in each picnic table for putting up banners and other decorations (no balloons allowed). Applicant/renter is not

permitted to attach to picnic table, floor, signage, trees or building staples, nails, any types of tape, screws or fasteners. There are six sliced sections of cedar log in the shelter with 1 ½ round eye bolts to be used to secure or hold decorations which may be placed anywhere on the grounds around the shelter. Clean up shall be accomplished by the event coordinator by the end of the rental period. Any additional clean up shall be resolved by the Town of Summerfield and the Applicant/Renter will be billed for the actual costs. The rental deposit and cleaning deposit may be forfeited.

The Applicant/Renter understands that the Town of Summerfield does not make any guarantees regarding the condition of its equipment or facilities and it is the Applicant/Renter's responsibility to inspect/examine the facility to be rented and note its condition prior to signing this Contract.

The Applicant/Renter may not charge an admission fee for any event held at Summerfield Community Park. If food is to be sold, the Applicant/Renter must obtain or have the proper Guilford County Health Department Permits. No grilling shall take place under the picnic shelter or on the amphitheater stage. No food preparation, food vendors, or other related activities may take place on the amphitheater stage.

Applicant/Renter must ensure that all vendors associated with the event who are required to obtain Health Department Permit must provide a copy of the permit(s) to the Town of Summerfield Clerk thirty (30) days prior to the commencement of the event. *If concession trailers are anticipated, they must provide their own power* or there will be an hourly charge for hook-up.

Prior approval is required for any tents used during an event.

The Applicant/Renter will ensure that prohibited items and or activities are not present at the event and will comply with all rules, regulations, policies, and ordinances governing the event location.

Prohibited items include balloons of all types, fires (other than self-contained grills), pyrotechnics, rice, confetti, skateboards, scooters, roller blades, and other wheeled recreational devices with the exception of bicycles.

Prohibited activities include, but are not limited to, the following: hot air balloons, hunting, hitting golf balls, paintball and/or air soft guns, skateboarding, use of alcohol or controlled substances, operation of gas-powered remote-control models, loud music or noise, weapon and firearm demonstrations (except for those associated with a military activity), automotive repair or the storing of vehicles, motorized dirt bikes, ATVs or other motorized vehicles (with the exception of golf carts or other motorized assistive equipment used for transportation of people or equipment before or after the event), and overnight camping.

The use of a horse and carriage, petting zoo animals, or any other types of animals as part of the rental of the property must be approved by the Town of Summerfield and comply with state and local animal control regulations. If approved, additional insurance coverage and security deposit may be required. Animal waste, straw, or any other waste materials must be completely cleaned up and removed from the property prior to the end of the contracted event. Requests must be made in writing 30 days before the event.

Upon review of the application and submitted plan, the Applicant/Renter may be required to provide security personnel if it is deemed by the Town of Summerfield or Guilford County Sheriff that public safety may be compromised. The Applicant/Renter acknowledges that the Guilford County Sheriff's Department will be notified of all rented events and will have access to all locations at the event.

The Summerfield Town Staff and Officers of the Guilford County Sheriff's Department have the authority to terminate/cancel any event, at any time, based on violations. Should an event be terminated for a reason determined by the Summerfield Town Staff or an Officer of the Guilford County Sheriff's Department as a violation, the Applicant/Renter will forfeit the rental deposit, rental fee, and cleaning deposit for any other expenses incurred by the Town of Summerfield for the cleaning and/or repair of the rented property.

**Summerfield Parks and Recreation Clean-Up Checklist**

Name of Renter: \_\_\_\_\_  
Phone number: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_  
Facility Rented: \_\_\_\_\_  
Address where refundable deposit should be mailed:  
\_\_\_\_\_

**All renters of the Summerfield Park and Recreational facilities must clean the rented facility prior to their departure from the site. The renter is responsible for providing cleaning materials. This Checklist must be returned to the Town Clerk no later than seven (7) days after the event or the rental and cleaning deposit will be forfeited. THIS FORM MUST BE RETURNED PRIOR TO THE RELINQUISHING OF THE DEPOSIT. Deposits, in the form of a Town check, shall be returned within 30 days of receipt of this checklist.**

- Floors/Grounds cleaned
- Tables/benches cleaned
- Trash emptied and placed in appropriate containers
- Decorations removed from the facility property. (Any tape residue, strings, or other means of attaching decorations must also be removed.)
- Bathrooms within the leased area cleaned
- Barbeque grills cleaned and ashes removed. (Use water to douse the ashes and remove them from the facility property.)
- All lights turned off at the end of the event.
- Doors/gates locked

Comments:

SIGNATURE OF RENTER/USER \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_

I understand that by signing I am confirming that all items on the checklist have been attended to and the facility is clean, in good repair, and ready for the next user. If not, I will forfeit my cleaning deposit.

SIGNATURE OF TOWN OFFICIAL \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_