

CITY PARKS AGREEMENT

I. Policy Statement

The City of Social Circle is responsible for the insurance, maintenance, cleaning, security, and utilities in all City Parks. City parks are as follows: Friendship Park, Burke's Park, Veterans Park, and The Post Office Park. The Downtown Director for the City of Social Circle is responsible for the event calendar, rental management, promotion, and event programming. The Social Circle Mainstreet Commission is responsible for hosting a series of events each year in Friendship Park and shall be exempt from the rules of this agreement.

The primary use of Friendship Park is for events managed by the Downtown Director and when not in use for events shall be a park space for the City of Social Circle. Please see list of park rules provided.

Community Events build a sense of community, draw visitors to our city, contribute to the local economy and are the heart of our town. The city recognizes the benefits and opportunities made available through community events. The City of Social Circle leases and allows for limited duration event rental of parks in order to promote, coordinate, and/or sponsor community events that benefit Social Circle and that fit within the capacities of the parks and currently available services.

II. Definitions

Community Event

In addition to the events organized by the Social Circle Mainstreet Commission, any event sponsored by an individual, corporation, business, civic club, and any other organization (for profit or non-profit) and designed for community friendly entertainment, competition, amusements or social, charitable and or philanthropic awareness open to the public at large. This definition shall specifically exclude weddings, private parties, or other similar nonpublic activities.

Private Event

Any activity sponsored by an individual, corporation, business, and/or other organization (for profit or non-profit) not-open to the public at-large. "Not open" means: 1) restricting use or access to any portion of the property, including but not limited to roped areas and/or temporary barriers or boundaries; use of tents, stages, tables and chairs, or other equipment; 2) involving direct sales, invitations, and/or membership status for attendance; and/or 3) impeding the enjoyment or use of the park by the public-at-large.

Calendar Blackout Dates

Dates for which the park is not available for rental purposes: including but not limited to CITY holidays, days of Main Street special events, and other such days that may be designated by the Downtown Director as directed by the CITY or Social Circle Mainstreet Commission.

City Services

Services provided at a fee by the CITY to ensure an event is conducted as to protect the safety, health, property, and general security of the public and integrity of the park. Such services may include management, cleaning, security, etc. CITY's ability to provide services is limited.

Event Organizer ("ORGANIZER")

Person designated as the authorized representative or individual responsible for the proposed event, and where the context indicates, the group/entity the ORGANIZER represents.

Facility Director/ ("DIRECTOR")

Staff person, or designee, responsible for overseeing the application process and determining necessary services and fees based on input from appropriate CITY departments. Director is a liaison between ORGANIZER and affected CITY departments.

III. Criteria for Evaluation

The criteria for evaluating and scheduling events are as follows:

- Completed Application.
- Completed Event Layout.
- Impact on the surrounding businesses.
- Proposed hours of the event.
- Expected number of attendees.
- Expected noise level of the event.
- Proximity of date to other planned community events.
- Frequency of the same or similar event(s) as well as potential conflicts with previously approved events
- Preference (primary) for the park to be used for community events for the public.
- Preference (secondary) for the park to remain open as usable park space for the public.
- Likelihood of participation by Social Circle citizens.
- Previous history of ORGANIZER with community events.

All applications shall be submitted to the Downtown Director, who will review for completeness and appropriateness and issue a written response within two (2) weeks of receipt of a complete application.

Within these established parameters, the Downtown Director may approve an application fully compliant with the Criteria for Evaluation. Approval may include written conditions or stipulations intended to address or mitigate any potential issues. For any reason, the Downtown Director may defer an application, or questions regarding applications to other city staff or the Mayor and City Council for evaluation and disposition.

IV. Levels of Events

Level 1: An event (community or private) which is expected to draw approximately 501 or more spectators and participants in a consecutive 24-hour time period.

Level 2: An event (community or private) which is expected to draw approximately 500 to 101 spectators and participants in a consecutive 24-hour time period.

Level 3: An event (community or private) which is expected to draw approximately 100 or less spectators and participants in a consecutive 24-hour time period.

Estimates of required City services to be determined by the Downtown Director based on the application. Staff may use private contractors/providers for additional services or event needs not available from City services. Staff is the final authority regarding estimates of attendance and/or need for extra staff hours and City services.

V. Application Process

A. Dates

Staff shall maintain the official calendar for all scheduled uses of the park, including Calendar Blackout Dates and scheduled rentals.

Staff must receive a completed application, event layout, and all fees no less than 90 days prior for Level 1 Event or alcohol will be served, and no less than 30 days for a Level 2 or 3 Event. Alcohol service requires permits and approvals as mandated by law. No application will be accepted more than 12 months prior to the proposed event.

-Reserved Date

No date shall be considered reserved, nor scheduled or advertised in any way, until a rental contract has been executed and the non-refundable security deposit cleared. Checks for wrong amount, post-dated, or returned NSF will void the security deposit and cancel the proposed date.

-Rain Date

All Parks are outdoor event spaces. The security deposit only secures the date on the application. No backup date is secured by said deposit. Please make arrangements for a tent as necessary.

Applications should be mailed or delivered to: City of Social Circle P.O. Box 310 Social Circle, GA 30025 or 129 E. Hightower Trail Social Circle, GA 30025.

B. Fees

1. Security Deposit – Non-refundable.

- i. Upon acceptance of the application and execution of the rental contract, a security deposit shall be paid to reserve the requested rental date. The security deposit will be applied to the Total Rental Fee.

2. Damage Deposit – Refundable

- i. Two (2) weeks prior to the use of the park, a damage deposit shall be paid. Following an inspection of the park after the event, and if there is no damage or other liability at the conclusion of the event, the damage deposit will be refunded to the organizer/renter within thirty (30) days of the event. Damage will result in loss of deposit, liability for repair and/or additional clean up fees and denial of future applications. There may be additional fees for other or unusual expenses. DIRECTOR’s decision on any loss of deposit shall be final.

Deposits and Fees

	Rental Rate	Security Deposit	Damage Deposit
Community Event			
LEVEL 1	\$100/hour	\$150	\$250
LEVEL 2	\$75/hour	\$150	\$200
LEVEL 3	\$50/hour	\$100	\$100
LIGHTS AT BURKE FIELD ONLY	\$100 FLAT FEE		
Private Event			
LEVEL 1	\$150/hour	\$300	\$300
LEVEL 2	\$100/hour	\$200	\$200
LEVEL 3	\$50/hour	\$100	\$100

**Checks should be made payable to:
The City of Social Circle
Friendship Park Rental**

(The damage deposit should be submitted as a separate check; cashier's check or money order.)

The City of Social Circle reserves the right to waive the rental fee for use of Veterans Park by Social Circle City Schools for sporting events. The City also may waive fees for Veterans Park use by Veterans Service Organizations such as the American Legion, Auxillary, VFW or other veterans groups as determined by the Director. The City of Social Circle also reserves the right to waive the rental fee for use of Burks Park for Churches. Social Circle City Schools, Churches and Veteran Service Organizations must still follow application process and adhere to guidelines set forth in this agreement, with the only exception being the waiving of rental fees.

A. Insurance Requirements

A comprehensive liability insurance policy with at least one million dollars (\$1,000,000) for all events, combined single-limit coverage per occurrence for bodily injury and property damage is required. Endorsements naming the City of Social Circle specifically as additional insured under the policy is required. A certificate of insurance is to be provided to the DIRECTOR no less than fourteen (14) days prior to the event. The insurance company must be licensed to do business in the state of Georgia and have a Standard and Poors rating of A or better. The insurance company must provide Director, and all named insured with at least thirty (30) days written notice of any policy changes or early cancellation or termination.

B. Sales and Associated Fees

1. **Alcohol Sales** – Alcohol sales/service and consumption is permitted only with written approval from Director per the city's regulations and state law. This process can be lengthy (may exceed 30 days) so plan accordingly. Permit will be required from the City Clerk. Organizer shall present the request and attend any meetings needed for approval. Organizer must monitor the process. Organizer must obtain all required licensing and insurance. Alcohol can not be served in a bottle or can. Alcohol must be served in a clear plastic cup, no more than 16 ounce cup to comply with our City Alcohol ordinance.
2. **Vendor Sales** – All vendors conducting the sale of any products in the park will be responsible for submitting 7% sales tax to the State of Georgia.
3. **Food Sales** – Vendors selling or giving away food (food trucks, trailers or in any form that food is prepared onsite) for any community or private event will be responsible for showing proof of registration and inspection from the Dept. of Health to the DIRECTOR no less than 14 days before the event in which they will be vending. Failure to do so could result in being excluded from the event and or denial of future participation.

C. Management

Director shall determine necessary staff requirements and City services. Support of CITY staff (i.e., Management – on-site during setup and break down and event; Police – security and traffic) beyond their normal daily routines may be obtained, if available, by noting a request for assistance on the application. Additional costs will be quoted based on estimated hours of service and availability; however, ORGANIZER will pay for actual hours of service required. If there is no request noted on application, ORGANIZER will obtain necessary staff, as approved by DIRECTOR, to ensure proper event management and abiding by all park policies and rules.

D. Sanitation

ORGANIZER shall make arrangements with the DIRECTOR for additional trash receptacles. Plastic trash can liners will be placed in all existing trash cans prior to the event. ORGANIZER shall deposit any trash into appropriate trash receptacles following the event. Otherwise, additional fees for sanitation will be charged. If the size of the event warrants additional receptacles, ORGANIZER shall pay fees for additional equipment or services.

All trash receptacles shall be dumped upon completion of the event into pre-determined receptacles or dumpsters as approved by DIRECTOR and prior to the park opening the next day, unless arranged in advance with DIRECTOR. Dumpster locations shall be approved or determined by the CITY.

E. Restrooms

For all Level 1 Events or events of four (4) hours or more, portable toilets are required, one toilet per 200 persons. Per the Americans with Disabilities Act, at least one portable toilet is to be handicap accessible. ORGANIZER shall make all arrangements (drop-off and pick-up) and pay any fees. Portable toilet locations shall be approved by the CITY.

F. Electricity

Specific electricity requirements must be submitted with the application. Electricity is not available without written permission from the DIRECTOR. For events that utilize large amounts of electricity, DIRECTOR may require additional payment for electricity. Use of electricity without permission, and/or failure to pay for electricity used, will result in loss of deposits, additional service fees as determined by the Director, as well as potential denial of future applications.

Ballfield lights at Burke's Park are available to use for a flat fee not included in the rental of the park itself. This cost is listed in the fee schedule.

G. Sound System

Sound system equipment is not provided. Sound System requirements shall be provided on the application. All events shall comply with local ordinances regarding noise and nuisance. Events shall not start prior to 8:00 AM EST and shall conclude by 10:00 PM

EST. ORGANIZER shall respond promptly to any and all requests for volume reduction by DIRECTOR. ORGANIZERS that fail to respond promptly to any and all requests for volume reduction by the Director shall be subject to law enforcement and may result in denial of future applications.

H. Parking

Friendship park has no private parking. Public on street parking is provided directly in front of the park. The gravel lot off Sycamore Street is available for small car and golf cart parking. The gravel drive on the right side of the park is for loading and unloading only. Parking is also available on the gravel lot behind the Fire Department. The house to the right of the park is private property and no parking is allowed there without written permission from the owner.

Veterans Park has parking in the gravel lot located in front of the park.

The Post Office Park has parking provided in the paved lot between the gazebo and toddler playground.

Burke's Park has on site parking in the area between the bathrooms and ballfield.

Organizer must secure additional off site parking for larger events. Organizer must also provide transportation/shuttle routes for off site parking, both of which must be approved by the Director. Organizer may not charge for parking or valet service for public parking spaces. All printed publicity must include a diagram indicating available parking.

I. Event Equipment and Layout

Tents, tables, chairs, and other set-up equipment are permitted in the parks only with prior approval. A layout of the event area, including location of all tents, tables, chairs, vendor set-up, portable restrooms, road closures, parking plans, and other equipment must be submitted with the application. A final layout for review and approval must be submitted two (2) weeks prior to the event.

J. Public Safety Plan

Applications will be reviewed by the City of Social Circle Fire and Police Chiefs when DIRECTOR deems necessary. When staff determines that the event will impact police or fire safety services, a plan will be prescribed by staff. Applicants shall include a layout of the event area, parking plans, vendor set-up (particularly food concessions), level of need for law enforcement, fire and emergency medical services, and any additional information required by the Police and/or Fire Departments.

K. Medical

For any community event, medical personnel may be required to be on site if the event warrants such. EMT, RN, LPN, or paramedics may serve for events. Obtaining medical personnel is the responsibility of the ORGANIZER.

L. Alterations to Park

Alterations to the parks, including the attachment or installation of decorations, displays and/or signs, are prohibited unless written permission has been received from the DIRECTOR. Under no circumstances may anything be taped, glued, nailed, or otherwise attached to the structures, trees, fence, statuary, lighting fixtures, equipment, building or other element of the park without express consent of the DIRECTOR. Some signage may be proposed provided that a sign schedule indicating locations and materials is approved by the DIRECTOR. Damage to any structure, equipment, and/or plant material will be billed to the ORGANIZER at replacement cost plus labor. DIRECTOR withholds the right to approve placement and method of placement of equipment, structure, and/or items in the parks. Any tents erected in the parks must be secured with a weight system and/or stakes. The sprinkler system lines will be shown to the organizer and tents in these areas must be secured with a weight system.

M. City ordinance and Facility Rules

All applicants must adhere to all city ordinances and posted rules. A copy of the facility rules will be issued upon event approval.

N. Release and Indemnity

ORGANIZER must execute the attached release and indemnity agreement. ORGANIZER must demonstrate that they are either personally or organizationally responsible for liability; will guarantee orderly behavior and will pay for any damage to the premises. Liability is assumed by the applicant in regard to any personal or property damage. It is the responsibility of the applicant to read the application form completely and fully understand all responsibilities.

O. Assignment

The organizer shall not assign any rights under this agreement or use of the premises to any other party.

P. Discrimination

The ORGANIZER shall not discriminate or advocate discrimination on account of race, color, religion, creed, national origin, age, gender, or disability.

VI. Other Activities & Public Property/Other Permits

The application is for an event in the chosen park owned by the City of Social Circle. The sidewalk, streets, and parking around the park are not part of the property and not part of any

lease or rental. Any ORGANIZER interested in parades, road races, public assemblies, or any activities on public property, streets, parks, or sidewalks owned by the CITY must contact the DIRECTOR.

VII. Modification of Policies

The City of Social Circle reserves the right to modify or temporarily modify these policies at any time.