

Fountain Green City

Resolution: 02202025(D) Fountain Green City Park Rental

Whereas, Fountain Green City owns and operates the City Park; and

Whereas, Fountain Green City wishes to rent the City Park to people; and

Whereas, Fountain Green City feels that the City Park is worthy of being protected, maintained, and improved at a cost which must, to some degree, be funded through rental and use fees; and

Whereas, the cost of running and maintaining the City Park continues to escalate; and

Whereas, Fountain Green City wishes to make clear the rules, fees, and deposits to renters; and

Whereas, Fountain Green City wishes to have a clear definition of fees in regard to residents and nonresidents;

Whereas, Fountain Green City has determined it necessary to create a fee schedule for clarification of costs that, from time to time, the City Council may review and adapt such fee schedule as required;

Now Therefore, be it resolved by the City Council of Fountain Green City that the City Park rental fee schedule as enumerated, and regulation relative to the specific use/fee relationships, and regulations/policies related to rental of the City Hall be enacted and upheld effective February 20, 2025

1. Fee Schedule be created and adapted as required by review of the City Council
2. Residents are defined as:
  - a. One who has a primary residence within Fountain Green City.
  - b. Those with homes receiving mail using a Fountain Green zip code.
3. In the interest of public safety Fountain Green City has developed the following rules, regulations, for rental and/or use of the City Park.
  - a. Fountain Green City cannot and will not be responsible for damage of any kind to public or private property and Fountain Green City will not be responsible for any injuries which may occur.
  - b. The lessee is responsible for ANY and ALL damage.
    - i. Cameras are placed in the City Park and may be used to determine the cause of any damage done to the buildings and equipment.
    - ii. Lessee will not and cannot hold Fountain Green City or any City official liable for any injuries or damage that may occur to lessee, or anyone invited by lessee.
  - c. Person(s) responsible for event and rental of City Park must be 21 years of age or older and remain on premises at all times of the lessee's event/agreement.

- d. One or more security Officer(s) are required to be present during any Dance, Festival, or band performance of any kind that involves 75 or more people. The hiring of security guard is the responsibility of the lessee. Fountain Green City may provide contact information for a Security Guard if lessee is unable to find one.
  - i. Security Guard will be an off-duty officer.
  - ii. Wedding receptions where the public may attend in a 30-minute time frame are excluded from this requirement
- e. All fees collected by Fountain Green City are for the use of maintaining and improving City property.
- f. Any music played higher or louder than Fountain Green City ordinances will be cause for termination or shutting down of event.
- g. NO alcohol or smoking is allowed on any Fountain Green City property. If alcohol or smoking is found in or on Fountain Green City property, the lessee will be responsible for an additional alcohol/smoking violation fee as determined by the City Council and reviewed or adjusted as needed on the Fountain Green City fee schedule. Lessee rental fees and deposit will also be forfeit.
- h. All activities must end by 11:30 p.m. All people must be out of the City Park by 12:00 a.m.
- i. Children and all minors must be supervised at all times.
- j. Lessee is responsible for setting up, taking down, putting away, and cleaning up of the City Park including taking trash to large dumpster, cleaning of bathrooms used during event, cleanup of the bowery, and cleanup of the grounds.
- k. All trash must be placed in the dumpster.
- l. A refundable deposit, amount to be posted on the Fountain Green City fee schedule, will be charged. This fee must be paid by a check or cash left in the possession of the Fountain Green City office at the time the lessee picks up keys or keyless entry passes. Once the City Park has been cleared as clean with no damage, the lessee can retrieve the refundable deposit amount from Fountain Green City Office.
- m. The Management, Fire Department, or Police Department reserves the right to close down any event at any time they deem necessary.
- n. Rental fees are due within 24 hours of booking the City Park. If payment is not made by the lessee before the 24-hour holding period, the date requested shall be released for possible rental by another lessee.
  - i. Reservations made through Fountain Green City are the only reservations that are upheld. Otherwise, the City Park is first come first serve.
- o. If cancellation of the reservation is required by the lessee, the following will apply:

- i. If the reservation is cancelled 30 days or more before the scheduled date a refund of the full reservation will be provided.
  - ii. If the reservation is canceled within 15 to 29 days before the scheduled event, then a 75% refund will be provided.
  - iii. If the reservation is canceled within 7 to 14 days before the scheduled event, then a 50% refund will be provided.
  - iv. If the reservation is canceled 6 or fewer days before scheduled event a refund will not be provided.
- p. Lessee deposit will be retained and deposited by Fountain Green City if damage occurs to Fountain Green City property or equipment or if the building or equipment is not left in a clean state.
  - i. Additional fees/charges may occur if the damage done to the building or equipment is in excess cost of the deposit provided.
- q. There are NO animals allowed in the park with the exception of certified service animals. A violation fee will apply if animals are found to be in the park.
- r. Any rental of the Fountain Green City Park constitutes an understanding of and compliance with this resolution.