

WORCESTER COUNTY RECREATION & PARKS DEPARTMENT
PAVILION AGREEMENT

User: _____
Contact Person: _____
Address: _____
Business Phone: _____ Residence Phone: _____
Email Address: _____

Please complete and return to: **Worcester County Department of Recreation & Parks, 6030 Public Landing Road, Snow Hill, MD. 21863 Phone: 410-632-2144 Fax: 410-632-1585.**

This Agreement is made between _____ (“User”) and the County Commissioners of Worcester County, Maryland by the Worcester County Department of Recreation & Parks (County) and permits the use of the pavilion noted below:

Please Check Pavilion Requested Below:

- | | | |
|---|---|--|
| <input type="checkbox"/> Berlin-Northern Worcester Athletic Complex | <input type="checkbox"/> Bishopville Park | <input type="checkbox"/> Girdletree Park |
| <input type="checkbox"/> Newark Park | <input type="checkbox"/> Ocean City – Herring Creek Nature Park | <input type="checkbox"/> Pocomoke-Newtown Park |
| <input type="checkbox"/> Showell Park | <input type="checkbox"/> Snow Hill - John Walter Smith Park | <input type="checkbox"/> Stockton Park |
| <input type="checkbox"/> Public Landing – Large Pavilion | <input type="checkbox"/> Public Landing – Small Pavilion | |

The pavilion may be used in accordance with the following terms and conditions on the following date(s) and times (s):

_____ 2019 From _____ a.m./p.m. To _____ a.m./p.m.
Month/Day Time Time

Type of Event: (family reunion, picnic, birthday party, etc.) _____

Estimated Number of Attendees: _____

USER UNDERSTANDS AND AGREES TO THE FOLLOWING COUNTY FEES:

- Application Deposit Fee of \$30.00 is required to reserve pavilion.
- Daily Rental Fee is \$75.00. Unpaid balance due one week prior to reservation.
- Deposit is non-refundable unless cancelled due to inclement weather. Department must approve inclement weather cancellation.

USER UNDERSTANDS AND AGREES TO THE FOLLOWING COUNTY POLICIES:

- Any User that reserves Worcester County Park Pavilions has first priority during their reserved time. However, if a reserved pavilion is not being used, Worcester County citizens have the option to use this pavilion free of charge until the Users who reserved the pavilion arrive.
- Users are required to park in designated parking areas.

- All injuries are the responsibility of the User. There is no insurance or indemnity provided by Worcester County protecting the User. User shall indemnify and hold harmless County Commissioners of Worcester County, Maryland and its officials, employees and agents from and against any and all liabilities, judgments, settlements, losses, costs or charges (including attorneys' fees) incurred by the County or any of its officials, employees or agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with the use of the Property by User or by User members, employees, agents or invitees and program participants.
- **There is no electricity or running water at the pavilion.**
- User hereby agrees to be responsible for trash being placed in trash bins. If User is unwilling to place trash in bins, County then has the right to restrict the offending User to use the facilities in the future.
- The User hereby agrees to clean up the pavilion upon conclusion of the event. Failure to clean up the pavilion may result in a pavilion clean up fee of \$50.00 per hour/per employee that was required to clean up the pavilion.
- Additional port-a-lets and additional cleanings are the responsibility of the User; however, County must pre-approve. Port-a-lets are cleaned on Monday & Friday.
- User is responsible for the conduct of its group.
- User is responsible for informing participants about parking regulations.
- **NO ALCOHOLIC BEVERAGES ARE PERMITTED.**
- The Worcester County Recreation & Parks Department reserves the right to cancel an event due to inclement weather.
- User shall not injure, mar or in any way deface the facility and shall not cause or permit anything to be done whereby the facility shall be in any manner injured, marred or defaced. User will not drive or permit to be driven, nails, hooks, tacks or screws into any part of the pavilion and will not make or allow to be made any alterations of any kind therein. Damages will be the responsibility of the User at the User's expense.
- **PENALTIES** - Failure to abide by the terms of the Agreement may result in action by the County. County will work with the User to attempt to correct any problems. If the User is unable or unwilling to correct the problem, WCDRP then has the right to restrict the offending individual/organization privileges to use the facilities in the future.
- **Regulations** –County Regulations are available for review at www.WorcesterRecAndParks.Org or Facebook.
- **Additional Terms:**

I hereby certify that the information listed is true, correct and hereby acknowledge and agree to the above Pavilion Use Agreement. Additionally, I have read, understood and will comply with the Worcester County Recreation & Parks Department Park Regulations attached hereto for use of County parks and facilities. By signing this Agreement, you are agreeing to this Pavilion Use Agreement.

 User (Print Name) Date

 User (Signature) Date

County Representative Signatures:

 By County Authorized Signature Date

Total Fee Paid: \$ _____ Date: _____