

**The City of Orangeburg
Parks and Recreation Department**

367 Green Street NE Orangeburg, SC 29116-1321 Bus: (803) 533-6020 Fax: (803) 533-6027
Business Hours: Monday –Friday 8:00am-5:00pm

SHELTER RENTAL CONTRACT

Date Requested _____ Date Paid _____

Name/Organization _____

Address _____

Phone _____ Purpose of Use _____

Time Requested: from _____ until _____ #of guests _____

Please check desired shelter and rental fee listed below: *****Electricity Included*****

____ **Albergotti Shelter** ____ **Art Center Shelter** ____ **Glover Street Shelter**

(Approx. 50 guests per shelter)

____ \$75 rental fee (minimum 4 hours); \$25 for each additional hour

____ \$125 rental fee (minimum 8 hours); \$25 for each additional hour

*****SHELTERS ARE AVAILABLE FOR RENTALS FROM DAWN TO DUSK!!!****

Rules of Shelter Rental Use

1. Rentals are on first-come/paid basis: Cancellation less than two weeks before rental due date will result in forfeiture of one half of your deposit. If you are paying via check, then there will be a thirty (30) day hold before refunding security deposit. Shelter fees are non-refundable. In case of inclement weather, we will reschedule your rental or refund your rental fee.
2. All fees are due when making reservation(s); reservations can be made up to one week before event if paying cash; two weeks if paying by check. Abuse of shelter will result in forfeiture of future rental privileges through the City of Orangeburg Parks and Recreation Department. The renter is responsible for any additional damages to shelter.
3. There are no grills located on the premises; you are responsible for bringing your own grill if desired.
4. There are no Disc Jockeys or loud music allowed on premises.
5. **ABSOLUTELY NO SMOKING OR ALCOHOL ON PREMISES.** Reports of smoking or use of alcohol will result in forfeiture of deposit and loss of future rental privileges with the City of Orangeburg Parks and Recreation Department.
6. Shelter must be left in proper condition. Place all trash in provided trash receptacles.
7. All renters' equipment/property must be removed before end of rental date unless special arrangements have been made. If not removed, they will be considered abandoned and become property of the City of Orangeburg Parks and Recreation Department.

8. Restrooms if available will be closed at 8:00 pm.
9. It is understood that **NO** water access is provided under this rental contract.
10. It is known that all gatherings of 25 or more persons will require the obtaining of an Assembly Permit from the Department of Public Safety to comply with the City Ordinance.
11. I agree to secure a General Liability Policy in the amount of \$500,000 naming the City or Orangeburg as an additional insured if I use inflatable equipment, or amusement equipment or animals used as amusement rides. The policy will be turned into Parks and Recreation Department a minimum of one week prior to the rental. If no policy is obtained the renter will be asked to remove the equipment/animals from City property.
12. **For emergencies after normal business hours please call (803) 614-0947.**

The undersigned has agreed to rent the facility as listed above. The undersigned agrees to keep the facility in good condition to leave it in the same condition as received. The undersigned also agrees to all the rules and regulations imposed by the City of Orangeburg Parks and Recreation Department in renting the facility and specifically agrees to indemnify and hold harmless the City of Orangeburg, Parks and Recreation Department and its employees for any and all claims, demands, actions, proceedings, judgments, losses, damages, counsel fees, payments, expenses and liabilities whatsoever which the undersigned incurs by reason of the use of the facility. Such indemnity shall also apply and all damages or liability that be attributable to the use or unlawful use of alcohol or other illegal substances during the term of the rental.

This agreement shall be binding upon the undersigned, and this agreement shall be construed in accordance with the laws of the State of South Carolina.

STATEMENT OF RELEASE

With full knowledge of the Recreation Program sponsored by the City of Orangeburg through its Parks and Recreation Department, we, the undersigned by this agreement, release the City from any and all claims for any injuries received while the above-named applicant is engaged in the participation of the above-named activity. We do fully release the City and its Parks and Recreation Department, employees, coaches, and instructors, from all claims arising while in the participation of these activities stated (including traveling to and from these activities).

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate on behalf of City of Orangeburg Parks and Recreation Department athletic program and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS the City of Orangeburg, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature

Date