



Facilities Rental Information and General Rules for Use Agreement

City of Hoover, Alabama Hoover Parks & Recreation

A. GENERAL INFORMATION

1. With the exception of Veterans Park, you must be a Hoover resident and at least 21 years old to rent a City of Hoover facility. For Veterans Park, you must be a Hoover or Shelby County resident and at least 21 years old to rent the facility or any portion thereof. The resident applying for the rental must be listed as the event contact on the rental agreement form and must remain in attendance for the entire event.
2. A Facility Rental Application should be submitted at least 30 calendar days prior to the date of an event, but no more than six months in advance. Rental is subject to availability of facility and staff. Please allow 7 working days for your completed application to be processed after City receipt.
3. User is granted exclusive use only of the specific area reserved and for the time designated. Restrooms, drinking fountains, playgrounds, parking lots, ponds and other public areas of the facility will remain open to the public throughout event.
4. Rental availability may be revoked by the City of Hoover in the event of a conflict with a public use.

I have read and acknowledge Section A pertaining to General Information.

_____ ***(Initials)***

B. RENTAL PAYMENTS AND REFUNDS

1. Failure to pay all rental fees and deposits as required will result in cancellation of a facility reservation. Payment must be made by check or money order (payable to the City of Hoover), credit card, and/or exact cash. Payments made by check must bear the resident's home address and phone number. Credit card and cash payments are accepted only with proof of current address.
2. **CANCELLATION POLICY AND REFUNDS:** Requests for refunds must be received in writing by the appropriate person for the facility as shown in Section C below at least 2 weeks prior to the event date. Any refund requested less than 2 weeks before the event is subject to approval by appropriate City personnel. Please allow up to 4 weeks for the processing of any refund. Expenses already incurred by the City for an event may be deducted from the amount refunded. If a last-minute cancellation occurs due to inclement weather, then User has the option to reschedule within 1 year from the date of the cancelled event.

I have read and acknowledge Section B pertaining to Rental Payments and Refunds.

_____ ***(Initials)***

C. EVENT REQUEST PROCEDURES

1. VETERANS PARK –

- a. To complete the process for reserving an event at Veterans Park, the following must be submitted to Kaly Bertella, Events Coordinator, Hoover City Hall, 100 Municipal Lane, Hoover, AL 35216:
 - i. the completed Facility Rental Application;
 - ii. \$250.00 non-refundable deposit, which shall be applied towards any rental fees due by User;
 - iii. insurance certificate (if required);
 - iv. participant waiver (if required)¹;
 - v. Waiver and Release of Liability Agreement;
 - vi. copy of driver's license; and
 - vii. signed copy of Facilities Rental Information and General Rules for Use Agreement.
- b. Balance of rental & staffing fees due, including \$250 refundable cleaning/damage deposit, must be paid to the City at least seven (7) days prior to event date.

2. VETERANS PARK: PAVILION RENTAL ONLY –

- a. Pavilions are first come first serve for birthday parties and small gatherings.
- b. For larger corporate events, the following must be submitted to Kaly Bertella, Events Coordinator, Hoover City Hall, 100 Municipal Drive, Hoover, Alabama 35216:
 - i. the completed Facility Rental Application
 - ii. Rental Fee:
 - One Pavilion
 - 4 hours - \$80
 - 8 hours - \$150
 - Two Pavilions
 - 4 hours - \$150
 - 8 hours - \$290
 - iii. \$100 Security Deposit
 - iv. Waiver and Release of Liability Agreement
 - v. copy of driver's license; and
 - vi. signed copy of Facilities Rental Information and General Rules for Use Agreement.
- c. A two-week notice (minimum) is required for pavilion rental.
- d. Pavilion rental is scheduled 3 months at a time to coordinate with City of Hoover events.

3. VETERANS PARK: VOLLEYBALL COURTS –

(Three Courts Available)

- a. To complete the process for reserving volleyball courts at Veterans Park, the following must be submitted to Kaly Bertella, Events Coordinator, Hoover City Hall, 100 Municipal Drive, Hoover, Alabama 35216:

¹ If an event involves an athletic activity such as walking, jogging, running, etc., or requires a participant to pay a fee such as an entry fee, ticket fee, etc., the event organization must provide a copy of the participant waiver form to the City for approval. A waiver must include the City of Hoover and the Public Park and Recreation Board of the City of Hoover. Waiver forms may be organized to allow multiple signatures per page. The event organization must keep all participant waiver forms for at least 6 months. Participant waiver forms must be provided to the City of Hoover following the event if requested.

- i. the completed Facility Rental Application
- ii. Rental Fee: \$25 per hour (per court)
- iii. Waiver and Release of Liability Agreement;
- iv. copy of driver's license; and
- v. signed copy of Facilities Rental Information and General Rules for Use Agreement.

4. HOOVER LAKE HOUSE –

- a. To complete the process for reserving the Hoover Lake House for an event, the following must be submitted to Kelly Peoples, Event Manager, Hoover City Hall, 100 Municipal Drive, Hoover, Alabama 35216:
 - i. the completed Facility Rental Application;
 - ii. \$200.00 Rental Fee
 - iii. \$100.00 Security Deposit
 - iv. Waiver and Release of Liability Agreement;
 - v. copy of driver's license; and
 - vi. signed copy of Facilities Rental Information and General Rules for Use Agreement.

I have read and acknowledge Section C pertaining to Event Request Procedures.
 _____ (Initials)

D. SET UP REQUIREMENTS AND DAMAGE TO PARK PROPERTY

- 1. The rented facility and immediately surrounding areas must be thoroughly cleaned upon completion of the event. The individual and/or organization renting a facility shall be responsible for set-up and clean-up. No furniture or equipment may be moved or taken out of its designated area at the facility. After each event, City personnel will inspect the facility area rented to ensure all rules have been followed and the facility has been adequately cleaned. Failure to clean the rented facility area and to remove/place all garbage in the outside available receptacles may result in forfeiture of the deposit, and the responsible individual and/or organization may be ineligible to rent facilities in the future.
- 2. Any damage to a rented facility caused by User and/or its guests, invitees, and/or licensees will be paid for by the User at a cost determined by the City of Hoover. No subsequent facility rentals will be allowed until such payment is received.

I have read and acknowledge Section D pertaining to Set Up Requirements and Damage to Park Property. _____ (Initials)

E. SERVING OF FOOD AND BEVERAGES

- 1. Alcohol is prohibited in all facilities. The presence of alcohol in any facility will result in immediate cancellation of the event, forfeiture of deposits, and denial of future facility rentals.
- 2. Following an event, User shall leave the rented facility in a clean and orderly condition. All leftover food must be disposed of in outdoor trash bins/removed from the facility by the User or its/his/her representatives.
- 3. Any event serving food to the general public must comply with all applicable state and local health codes and obtain licenses and permits required by law.
- 4. Only City of Hoover permitted food trucks may operate during events. The list of full compliance food trucks for City of Hoover events is listed on the City of Hoover website – hooveralabama.gov.

I have read and acknowledge Section E pertaining to Serving of Food and Beverages.
_____ (Initials)

F. FACILITY SPECIFIC REQUIREMENTS

1. **VETERANS PARK --**

- a. Park closes at sundown.
- b. Staffing Requirements – Depending on projected event attendance and the nature of the event, the City reserves the right to require additional City personnel on-site during the event for public health and safety reasons. In such a case, the following staffing charges shall be charged to the User by the City:
 - i. One (1) police officer -- \$45/hour (4 hour minimum)
 - ii. Two (2) fire medics -- \$35/hour each (4 hour minimum)
 - iii. Two (2) public works employees -- \$25/hour each (4 hour minimum)
- c. Insurance – If insurance is required by the City for an event, the following requirements must be satisfied:
 - i. Organization must provide adequate insurance for event and list City of Hoover and the Public Park and Recreation Board of the City of Hoover as additional insureds. Proof of insurance must be provided no less than 30 days prior to event. The following is a summary of minimum² insurance requirements for event coverage:

Commercial General Liability \$1,000,000

Commercial Automobile Liability \$1,000,000 CSL (if no vehicles are owned, then CGL should include coverage for non-owned & hired)

Worker's Compensation - Statutory

Worker's Comp Coverage B (Employer's Liability) \$100,000
- d. No farm animals, petting zoo or animal exhibitions are allowed at Veterans Park on Valleydale.
- e. Dunking booths are prohibited. Moon bounces and other similar inflatables are allowed to be used at an event only so long as the insurance coverage in such types and amounts as required by the City is obtained by User and a copy evidencing such coverage and the amounts thereof is provided to the City within 30 days of the event. Failure to provide evidence of insurance coverage within the appropriate time will result in User's inability to utilize a moon bounce at the event.
- f. Pets are allowed in the park and in the pavilions. No pets are allowed on the volleyball courts. All pets must be cleaned up after and must always remain on a leash.
- g. No open flames are permitted inside the pavilions. (Small candles on birthday cakes are allowed but must be promptly extinguished and properly disposed of.) Grills are permitted 25 feet outside of the pavilion structures but must have the capability to be covered. No bon fires are allowed anywhere in Veterans Park.

² Events involving unique exposures such as water (fishing, boating, swimming, etc.), participant driving activities (test driving, driving an obstacle course, test & tune, etc.), pyrotechnics, or other unusual exposures require higher limits.

- h. No decorations, banners, streamers, etc. are allowed on walls, windows, fences, or support structures. Balloons are permitted inside the pavilions but must be removed at the conclusion of the event.
- i. The clean-up and load-out of equipment and personal belongings must be completed and the facility completely vacated by the time indicated on the permit.
- j. All garbage must be bagged and taken to trash receptacles at the conclusion of the event and periodically throughout the event, as necessary.
- k. Power and water at Veterans Park are limited and not guaranteed.

2. HOOVER LAKE HOUSE –

- a. The Lake House closes at 10:00 pm. The facility must be thoroughly cleaned, coffee maker and lights must be turned off, and doors must be locked. During the event, the thermostat for the facility must not be set below 65 degrees and must be returned to 75 degrees before leaving.
- b. The Lake House is to be used for civic and social functions only.
- c. No more than 40 people may attend an event at the facility.
- d. Rental includes the use of 40 chairs, 8 six-foot tables and 1 coffee maker.
- e. All events/functions composed primarily of persons thirteen (13) - nineteen (19) years of age must have a Hoover Police officer in attendance at the expense of the User.
- f. The rental time for the facility is inclusive for set-up, function and clean up. Persons entering the facility prior to or leaving after their allotted time will forfeit their security deposit.
- g. All furniture and plants in the living room of the facility must remain in the same location.
- h. The kitchen is not equipped with a disposal, therefore, all garbage (including restrooms) must be bagged and taken to the outdoor receptacle. It is recommended that the User bring large garbage bags.
- i. No decorations, banners, streamers, etc. are allowed on the walls, windows or other areas of the facility. No balloons are allowed inside the building.
- j. No pets are allowed in the Lake House or surrounding park grounds.
- k. No open flames (candles, etc.) are permitted.
- l. Moon bounces and other similar inflatables are allowed to be used at an event only so long as the insurance coverage in such types and amounts as required by the City is obtained by User and a copy evidencing such coverage and the amounts thereof is provided to the City within 30 days of the event. Failure to provide evidence of insurance coverage within the appropriate time will result in User's inability to utilize a moon bounce at the event.
- m. Insurance – If insurance is required by the City for an event, the following requirements must be satisfied:
 - i. Organization must provide adequate insurance for event and list City of Hoover and the Public Park and Recreation Board of the City of Hoover as additional insureds. Proof of insurance must be provided no less than 30 days prior to event. The following is a summary of minimum³ insurance requirements for event coverage:

Commercial General Liability \$1,000,000

Commercial Automobile Liability \$1,000,000 CSL (if no vehicles are owned, then CGL should include coverage for non-owned & hired)

Worker's Compensation - Statutory

Worker's Comp Coverage B (Employer's Liability) \$100,000

³ Events involving unique exposures such as water (fishing, boating, swimming, etc.), participant driving activities (test driving, driving an obstacle course, test & tune, etc.), pyrotechnics, or other unusual exposures require higher limits.

I have read and acknowledge Section F pertaining to Facility Specific Requirements.
_____ *(Initials)*

G. MISCELLANEOUS REQUIREMENTS

1. All events must comply with all Federal, State, and Local laws.
2. Smoking is prohibited in City building, parks and within 20 feet of entrance, exit, or open window of any building open to the public.
3. Groups composed primarily of persons thirteen (13) - nineteen (19) years of age must have 1 supervising adult on site for every 10 youth throughout the event.
4. Amplified sound is subject to City approval and shall be conducted in accordance with ordinances regulating noise, including, but not limited to, Article VII, §11-153 of the Hoover Municipal Code.
5. No vehicles shall be parked in any areas except those designated for parking and only during hours the rented facility is open.
6. The City of Hoover reserves the right to amend these rules at any time and the right to cancel an event or void an event request.

I have read and acknowledge Section G pertaining to Miscellaneous Requirements.
_____ *(Initials)*

ACKNOWLEDGMENT

By my signature hereon, I declare that I have read, understood, and acknowledge the foregoing agreement. By typing your name in the box below, you are digitally signing this Facility Agreement Form.

SIGNATURE

User's Name (Type Name): _____

Date (Type Date): _____



WAIVER AND RELEASE OF LIABILITY AGREEMENT

**Do not sign this agreement until after you read it
and made sure there are no blank spaces.**

The undersigned user ("User") desires to use the _____ facility ("Facility"). In consideration of being permitted to use the Facility, the User waives, releases, and discharges the City of Hoover and the Public Park and Recreation Board of the City of Hoover, their officers, directors, agents, servants and employees (collectively "Releasees") from all liability for any loss or damage whatsoever, including personal injury, death, property damage, medical expense and any other type of expense (collectively "damages") whether caused by the active or passive negligence of the Releasees, while the User is in, upon or about the Facility and/or its surrounding premises.

User also acknowledges, agrees, and represents that he/she has or immediately upon entering will, inspect the Facility and its surrounding premises. It is further agreed that entry and/or use of the Facility constitutes an acknowledgment that the facility and all equipment thereon have been inspected and that the User finds and accepts the Facility and equipment as being safe and reasonably suited for User's use. User accepts the Facility in its present condition and is without representation or warranty by Releasees as to the condition of the Facility, or as to the use or occupancy which may be made of it. User also waives, releases, and discharges the Releasees from all liability for any loss or damage, including personal injury, death, property damage, medical expense and any other type of expense caused by the condition and/or maintenance of the Facility or any equipment.

User also agrees to release, hold harmless, defend, and indemnify the Releasees from any and all liability for any loss, injury and/or damages to any third party arising out of the use of the Facility by the third party for User's purposes.

User further expressly agrees that this waiver, release, and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Alabama and that if any portion of this Waiver and Release of Liability Agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.

User certifies that he/she has read and voluntarily signs the release and waiver of liability and indemnity agreement, and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

ACKNOWLEDGMENT

By my signature hereon, I declare that I have read, understood, and acknowledge the foregoing agreement. By typing your name in the box below, you are digitally signing this Waiver and Release of Liability Agreement Form.

SIGNATURE

User's Name (Type Name): _____

Date (Type Date): _____