



City of Bayport
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2023
BEACH HOUSE - PICNIC SHELTER
RENTAL REGULATIONS AND USER RESPONSIBILITIES

1. **PREMISES.** The following is a description of each park facility subject to the rental regulations and user responsibilities:

Barker's Alps Picnic Shelter	901 5 th Avenue North	50 person capacity
Lakeside Park Beach House	95 Central Avenue	50 person capacity
Lakeside Park Picnic Shelters (4)	95 Central Avenue	50 person capacity (each)

The user agrees to abide by capacity limits at all times. The user understands that if found in violation of capacity, the user will forfeit the deposit and be asked to vacate the premises immediately.

2. **RULES.** The user agrees to abide by all statutes, ordinances, park rules, and regulations established by the city.

The following are **not** allowed with the Beach House rental:

- On-site cooking or grilling
- Open flame decorative candles
- Portable gas, electric or charcoal grills, indoors or adjacent to building
- Portable space heaters or fans
- Additional tables and/or chairs, indoors or adjacent to building
- Outdoor pop-up tents and portable recreational equipment

3. **TERM.** The user agrees that the term of the rental shall be for the date and hours indicated on the reservation request form.

4. **RESERVATIONS.** City residents only may secure a reservation from January 1-31 of each year. Beginning February 1, reservations will be accepted from the general public on a first-come, first-served basis.

5. **ESTABLISHED RENTAL AND DEPOSIT FEES.** The city has established rental fees, in specific blocks of time, for resident and nonresident users, as delineated on the reservation request form. The user agrees to pay the applicable fees that correspond to date and hours indicated on the reservation request form.

Beach House rental includes:

- 5 pedestal tables, 36-inch square (each table seats 4 people) and stackable chairs
- Interior lights and electrical outlets
- Trash and recycling receptacles
- 1 indoor restroom
- Access to water spigots and charcoal grills in general park area

Picnic Shelter rental includes:

- 4 picnic tables
- Electrical outlet(s)
- Access to water spigots and charcoal grills in general park area

The rental fees **do not** include the following:

- Interior room setup or cleanup
- Access to storage/utility area
- Storage of gifts/decorations/supplies prior to or following rental
- Janitorial service
- Exclusive use of the exterior Beach House deck and patio area

6. **PAYMENT OF DEPOSIT UPON RESERVATION.** A damage/cleaning deposit in the amount indicated on the reservation form is due upon submittal of a reservation request form for the Beach House. **This deposit shall be submitted on a separate**

check. Under no circumstances can a facility be reserved without full receipt of the request form, fees, and any applicable deposit.

7. **PAYMENT OF RENTAL FEES.** The designated rental fee must be received at the time of the reservation.
8. **REFUND OF RENTAL FEES.** No refunds will be issued due to inclement weather. If the reservation is cancelled at least 30 days in advance, a refund of any rental fees and damage/cleaning deposit paid will be issued. There will be no refund of rental fees if the reservation is cancelled less than 30 days in advance, but the city will issue a refund for the damage/cleaning deposit, as applicable. Forfeited rental fees due to cancellation may be applied to an alternate date during the same calendar year, accompanied by the damage/cleaning deposit, as required.
9. **DAMAGES.** The user is responsible for any damages during the date and hours specified on the reservation request form. Damages include, but are not limited to, any loss, cleanup, or expenses incurred by the city, related to the Beach House and picnic shelters, or their contents, by the user. If the city determines damages exist, the user's deposit will first be used to pay for the damages and/or cleanup. The user is advised that the deposit is not a limit of the user's liability to the city for said damages. Any expenses in excess of the deposit shall be paid immediately by the user. The user is also responsible for attorney's fees and costs incurred by the city to collect for damages, loss, expenses, or cleanup, as necessary. If the city determines that no damages exist as a result of the event, the city will destroy the user's deposit check within 10 business days following the date of the event.
10. **SETUP AND CLEANUP.** Rental includes use of the items stated in paragraph 5. The user shall be responsible for the arrangement of tables and chairs for the event and reconfiguring tables and chairs following the event. The Beach House will not be available to the user before or after the designated rental times for setup or cleanup. As such, the user shall plan their event accordingly, to leave enough time to accomplish all setup and cleanup within the hours specified on the reservation request form.

Due to the limited seating capacity, no additional chairs or tables may be brought in by the user for use during the event, with the exception of one (1) banquet table, up to eight (8) feet in length, for display and/or serving of food and beverages at the Beach House. The user is responsible for providing and removing any tablecloths, napkins, table skirting, or chair cushions, if desired. The user may bring in decorations for the event, with the exception of confetti and glitter, but decorations cannot be nailed, taped, hung, glued, or in any way affixed in any manner to the walls or woodwork of the Beach House and must be completely removed following the event.

The city will provide basic janitorial and maintenance services as needed for normal use, as determined by the city. The user shall provide all other cleanup and janitorial services as necessary, or the city will utilize the user's deposit to furnish additional janitorial services, as determined by the city.

11. **UTILITIES.** The city shall provide electricity and water for the Beach House for the date and hours specified on the reservation request form. However, the user understands that the city does not warrant that any of the utility services will be free from interruption from causes beyond the reasonable control of the city. Interruption of service does not render the city liable to the user for a refund of rental fees, nor does it relieve the user from performance of the user's obligations.

The user understands that the Beach House is not equipped with heat, air conditioning, or access to water beyond the sink and toilet provided in the restroom facilities. Water spigots are accessible in the general park area. The Beach House does include a gas fireplace that is available for optional use, weather permitting. However, the user shall understand that the fireplace is not capable of heating the entire Beach House, which should be taken into consideration for reservations made in the spring or fall months, or when cooler weather is expected. Portable space heaters and the like are strictly prohibited, unless special arrangements have been made with the city.

The picnic shelters are all equipped with electrical outlets and water spigots.

12. **FOOD AND BEVERAGE.** The user may bring in food, non-alcoholic, and alcoholic beverages for consumption during the term of the agreement. However, all food and beverage must be hosted by the user, meaning that the user cannot be compensated for the food or beverage, nor may the user charge guests money for the food or beverage. All food and beverage must be packaged and served in paper, plastic, or aluminum containers, as no glass is allowed in city parks.

It is the user's responsibility to ensure that no one under the age of 21 is served alcohol, and that no one is served alcohol in an amount to cause intoxication.

- 13. USE.** The user shall only use the Beach House and picnic shelters for the purpose stated on the reservation request form. Any other use shall require prior written approval and/or arrangements by the city. For certain events or activities that will alter the general use of a park, building, adjacent deck/patio, grounds, or city property, including music, inflatable devices, tents, generators, food/product vendors, arbors and/or chairs, and similar items, a special event application form is required to be submitted to City Hall for consideration by the City Council prior to the event. The user understands that all park rental facilities are tobacco and drug free and agrees that neither the user nor any guests shall use tobacco or any type of illegal drugs. The user also understands that pets are allowed in city parks, but not allowed in the Beach House and must be leashed at all times. The user shall permit the city and its agents to have access to enter the Beach House at all times.
- 14. DEFAULT.** If the user defaults in the payment of rent or deposit, or in the performance expectations, the city shall have the right to cancel the reservation and/or remove the user and all guests.
- 15. HOLD HARMLESS.** The user acknowledges and understands the risks and hazards associated with using the park facilities and hereby assumes all risks and hazards associated therewith. The user irrevocably waives any and all claims against the city and its elected officials/employees/volunteers of bodily injury, including death, and the damage, destruction, or loss of any property, including the loss of use thereof, incurred by the user, or by the user's guests, as a result of using the park facilities, and hereby irrevocably releases and discharges the city and any of its elected officials/employees/volunteers from any and all claims of liability arising out of or associated with the use of park facilities. The waiver of liability does not waive liability for any injuries obtained as a result of the willful or intentional misconduct by the city or any person acting on behalf of the city.

The user shall defend, indemnify, and hold harmless the city and its elected officials/employees/volunteers from and against any and all liabilities, judgments, settlements, losses, costs, or charges (including attorney's fees) incurred by the city or its elected officials/employees/volunteers as a result of any claim, demand, action, or suit relating to any bodily injury, including death, or the damage, destruction, or loss of any property related to the use of park facilities by the user or by the user's guests.

The user shall pay the city for any and all physical loss or damage to the park facilities including any property owned by the city that is attached to or located within or outside the park facilities, including the cost to repair or replace such property relating to the use of the property by the user or by the user's guests, if such costs exceed the deposit.

- 16. ASSIGNMENT OR SUBLETTING.** The user identified on the reservation request form must be present on the premises throughout the duration of the event. The user shall not sublet all or any portion of the Beach House or picnic shelters.