



Picnic Shelter Liability Waiver

The following guidelines are designed to protect the beauty and integrity of the building and grounds. Spartanburg County reserves the right, on an individual basis, to refuse rental events deemed inappropriate to the building and park in general. Rental fees are subject to change without notice. Additional policies and restrictions may apply.

- 1. Booking:** Shelters may be booked up to 12 months in advance. Reservations are not valid until a facility permit has been signed and the required deposit has been received. Shelters are rented on a 4-hr. block schedule. Renters may not share the space with another party or allow use of the shelter by another party if the renter leaves early. Doing so could impact another rental or other park operations. Shelters are available for official Spartanburg County business at no charge; however paying customers will receive first priority.
- 2. Hours of rental:** Shelters may be rented between the hours of 9:00 am – 8:00 pm. Renters must vacate the facility at the end of the agreed-upon rental time. Failure to vacate by the appointed time may result in additional charges, including extra clean up fees. In other words, rental time is based on a “first person in-last person out” basis.
- 3. Rental Rates:** Fees are set annually by action of the Spartanburg County Council. The Parks and Recreation Director is empowered to waive or lower fees for non-peak times or for multi-day events.
- 4. Payment:** All fees must be paid in full at the time of reservation. Partial payments will not be accepted. Acceptable forms of payment include cash, check, Visa, MasterCard, Discover, and American Express. Only cash or debit will be accepted when paying less than 14 days prior to the reserved date.
- 5. Cancellation:** Rental fees will be refunded for events cancelled at least 14 days in advance. A reservation cancelled less than 14 days prior to the event will result in forfeiture of all fees unless the facility can be rented for another event.
- 6. Rain Policy:** Refunds are not given unless the National Weather Service issues a severe weather watch or warning for the time of the rental, or unless Parks staff determines that the event cannot be held in the outdoor facility because of inclement weather. Event planners should have a backup plan for inclement weather. The Event Center will be available only if prior arrangements have been made to rent the space.
- 7. Use of Grills:** Grills are provided for the use of renters in select parks. Grilling supplies are not provided. Renters must not give others permission to use the grills during the renter’s function or after the renter’s function, if the renter’s function ends early. Bringing in additional grills is not permitted without the permission of the Parks staff.

8. **Decorations & Clean up:** Party balloons and decorations are allowed. Use of nails, tacks, spikes, or anchoring devices of any kind is prohibited. All decorations and debris must be removed and placed in the trash receptacles provided. Trash bags are provided for this purpose.
9. **Parking, loading & unloading:** All vehicles must park either along the road or in the parking lot. Vehicles are not allowed to pull up onto the park grounds because of potential damage to the Park irrigation system. Failure to follow this policy may result in additional damage fees as determined by the Park Operations Manager.
10. **Bus parking/drop-off/pick-up:** All buses must park in authorized areas.
11. **Catering:** Catering or vendors must be pre-approved. The Parks staff will determine where the caterer may park. Caterers and vendors may not pull vehicles onto grass. Failure to follow this policy may result in additional damage fees as determined by the Parks Operations Manager.
12. **Vendor Permit:** All vendors who are providing services for a fee or selling products within Spartanburg County public parks must complete a Vendor Permit, even if they are employed by the renter. The vendor(s) shall provide evidence of liability insurance naming the County as an additional insured. Liability insurance shall be maintained in the amount of \$1,000,000.
13. **Alcohol/Tobacco use:** The presence and consumption of alcohol on park grounds is strictly prohibited and is grounds for loss of deposit and loss of future rental privileges. Use of tobacco products is restricted to the designated location for the picnic area of the park. It is the renter's responsibility to inform their guests of this rule.
14. **Weapons & Explosives:** Possession and/or use of firearms, weapons, fireworks, & explosives are prohibited.
15. **High risk events:** The Spartanburg County Parks Department reserves the right to determine that any rental function is a high-risk event. If this determination is made the renter shall be required to pay for security officers, pay an additional damage deposit, and obtain special event insurance. All decisions regarding high-risk events shall be determined on an individual basis. All decisions regarding high-risk events shall be made by the Parks staff and are final.
16. **Violations of rules:** Any person violating the existing rules and regulations or, in the opinion of a park staff, constituting a public nuisance or potential hazard to persons or property, or exhibiting disorderly conduct, shall be served notice by the Parks staff and expelled from the park property. Such violations can be subject to prosecution in accordance with state and local laws and ordinances.
17. **Right to alter or end an event:** The Spartanburg County Parks Department reserves the right to alter or end an event at anytime the Parks staff determines that ending an event is necessary to protect the facility from damage; or to assure the safety and welfare of event participants, park visitors, or the surrounding community. In the event a function is ended for cause, no refund of any kind will be made.

18. **Damages:** Damages for which the renter is responsible include, but are not limited to, scratches or other damage to floors and picnic tables, brick, fixtures, and equipment, whether made by the renter, his or her employees, agents, or guests. An inspection will be done immediately following each event. If damages are identified by the Parks staff, the information will be given to the Park Operations Manager for review. The Parks Operations Manager will determine whether any damage has occurred, the amount of the damage, the cost of repairing such damage or replacing damaged equipment and whether the renter will be held responsible for the damage. The Parks Operations Manager's decisions in this regard are final.

19. **Clean up responsibilities:** All decorations and debris, rental and/or entertainment equipment must be removed immediately following the event. Failure to remove decorations, trash, and equipment following the event may result in additional cleanup fees and/or the forfeit of all or a portion of the security deposit. It is important to plan time within rental hours to perform these duties. The renter will not be allowed to stay beyond the rental time to complete the cleaning or removal of equipment. If these duties are not performed, extra clean-up fees may apply. In such matters, the decision of the Parks Operations Manager is final.

Renter agrees to save, defend, and hold harmless Spartanburg County Government and its agents/ employees from any and all claims for damages, including any governmental fees, fines, or penalties (including legal fees and costs incurred) arising from the Renter's use or occupancy of any Spartanburg County property for any activities conducted by Renter on that property.