



City of Pikeville Garfield Center, RV Park & Fire Department Training Center

Lease Agreement

Revised July 12, 2010



Garfield Community Center Rental & Pikeville Fire Department Training Facility Operating and Rental Policies Facility Use Agreement

The City of Pikeville’s Garfield Center is located at 178 College Street, Pikeville, KY and the Fire Department Training center is located at Fire Station 1 on Chloe Road, it is the policy of the City of Pikeville to make these rental facility available on a nondiscriminatory basis, while to offer the facilities at a modest fee to offset operating expenses. Permission to use the facility, whether rented or provided at no charge, is not considered to be an endorsement of or sponsorship of any group, individual, organization or event.

1. Reservations. An accepted “Facility Use Agreement” is required to reserve the facilities as outlined in this agreement by an electronic signature on the cities web site. An electronic signature is obtained by logging in under the lessees log-in id, selecting the desired reservation date and time, clicking the box that you agree to all terms and conditions of this agreement, making all necessary payments by credit card and receiving a confirmation.

Applications for use during any calendar year (January 1 – December 31) are processed as received and granted on a first come first serve basis via the City of Pikeville on-line reservation site.

Requests for reservations shall be made on the city on-line reservation center service for the Garfield Community Center on College Street and the Tommy Hall Training Center located on Chloe Road at Fire Station 1. You may email for more information at reserve@pikevillecity.com or visit us on line at www.cityofpikeville.com regarding the community center and fire training center reservation dates and times and agreement.

Event set up time and clean up time must be included in the reservation. Reservations are limited to those dates, times, rooms, and areas listed on the city web site.

2. Damage Report Fee. All facilities or other city amenities used by lessee must be returned to their original state of condition prior to usage and all decorations, supplies, trash and materials must be removed and properly disposed of. Failure to put facility back in the same or better shape it was received in. The person or business understands and agrees that by accepting these terms and agreement they may be charged up to \$100.00 to the booking credit card for any violations of this clause. The resulting fee will be at the discretion of the city.

The Lessee reserving the facility will be held responsible for any damage to the facility from a guest or participant attending the reserved event. Through this agreement the person or business understands and agrees that their credit card may be charged for cost to repair any damage. The cost will be determined by the invoice for materials and labor to make any necessary repairs.

The lessee shall be responsible for all claims, damages or accidents occurring in any part of the facility damaged by any act, omission, defaults, subcontractor, employees, patrons, guests, admitted to the facility by lessee, or negligence of the lessee. Lessee will pay the City of Pikeville in full, upon demand, a sum equal to the cost of repairing and restoring the facility to its condition as of the commencement of the lessee; or at the option of and with the approval of the City, will make such restoration and repairs at their own expense.

A cancellation made fourteen (14) days prior to rental date of these facilities is entitled to full reimbursement of fees. If cancellation is made without the proper notice this will forfeit any refund of rental fees.

2. Hours Available. Normal use of these shall be listed and determined on the reservation calendar on the city web site. This will include clean-up time. Exceptions may be considered for the Fire Training Center may be considered on a one on one basis with either the Fire Chief or City Managers approval.

3. Access to Building. The leasing fee includes the use of the requested room or rooms, utilities, normal maintenance and use of tables and chairs. Persons leasing the Garfield Center will either be mailed a swipe key 7 days prior to their scheduled event or will receive an e-mail with a punch code that will give access to the front door. Lessee will be responsible that all doors are locked and secure when vacating the facility. If lessee is giving a swipe key this key MUST be deposited at the end of the event in the deposit box located in the kitchen of the Garfield Center. Failure to return the key will result in a \$10.00 per day penalty to be charged to the lessee's credit card until key is returned. If key is not returned on the day of the event they key must then be taken to City Hall located at 118 College Street, Pikeville, KY 41501 and given to city personnel in the utility department in order for the \$10.00 daily penalty fee to stop.

Lessee who has not received their swipe key or an e-mailed punch code at least 4 days prior to their scheduled event must contact the City Hall utility office at 606-437-5100 no later than 3 days before their scheduled events to make arrangements to pick up a key. Failure to do so may result in city personnel not being at work thus Lessee not having access to the Garfield Building on the day of your scheduled events. If this occurs the city will hold no liability but will agree to a full refund if access was not obtainable.

Persons leasing the Fire Training Facility will be let into the facility upon arrival by the fire department personnel. Persons will need to visit the fire station administrative office to let them know that you are ready to gain access to the room. It will be the lessee's responsibility to open and secure the building after leaving. The key must be TAKEN

BACK TO FIRE PERSONNEL UPON LEAVING THE building. Failure to return the key will result in loss of deposit.

Rental Fees. Rental fees are based upon the period listed and approved on your reservation times ONLY. Persons leasing may not access the building before or stay after their scheduled time. By agreeing to the terms of this lease agreement and violating this rule the Lessee understands they may be fined up to \$100.00 and in addition may be prohibited for leasing any city owned facility in the future.

Lessee may choose the self clean-up option; Lessee and/or their caterers are responsible for removing all food, trash, etc from the leased space and depositing it in the trash containers at the rear of the facility. Mop, broom, rags, trash bags and other needed cleaning supplies will be available for Lessee to do cleaning detail to reduce their fees. The clean-up fee will be as follows. If after inspection, clean up is satisfactory, then no additional fees may be applied. If, however, facility is not cleaned the clean up fee may be deducted from the Damage Report Fee.

If Lessee chooses to have the City handle the detail clean up, then the fees will be as listed in the schedule below. Lessee will still be responsible for clearing all trash into trash bags and removing and refuse or debris from the room and placing it in the trash cans located in the back of the facility. Failure to do so will result in having the clean up fee as listed below applied and deducted from the Damage Report Fee. The mailed refund will be less the clean up fee.

CLEAN-UP FEE SCHEDULE

Facility	City Use City Sponsored	City Non-Profit	Out of City Non-Profit	Individuals living or working in the City	Individuals living out of the city	City Business	Non-City Business
Event Room	\$0.00	\$0.00	\$45.00	\$45.00	\$45.00	\$45.00	\$75.00
Event Room & Kitchen	\$0.00	\$0.00	\$80.00	\$80.00	\$80.00	\$80.00	\$100.00
FIRE Training Room	\$0.00	\$25.00	\$25.00	\$25.00	\$50.00	\$25.00	\$50.00

RENTAL FEE SCHEDULE

Facility	City Use City Sponsored	City Non-Profit	Out of City Non-Profit	Individuals living or working in the City	Individuals living out of the city	City Business	Non-City Business
Deposit	\$0.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$150.00
Event Room 6 hours	\$0.00	\$20.00	\$50.00	\$35.00	\$45.00	\$35.00	\$60.00
Event Room All Day	\$0.00	\$50.00	\$80.00	\$60.00	\$75.00	\$60.00	\$100.00
Event Room & Kitchen	\$0.00	\$30.00	\$65.00	\$45.00	\$55.00	\$50.00	\$75.00
Event Room & Kitchen All Day	\$0.00	\$60.00	\$100.00	\$70.00	\$100.00	\$75.00	\$150.00

Fire Training Room	\$0.00	\$25.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
Table & Chairs	No Charge						
Podium	\$5.00						
Power Point Projector	\$10.00						
Projector Screen	\$5.00						
Table Cloths	\$10.00 each						

Note: Rental Fees are based on a 6 hour max schedule of use or as designated on the on-line reservation calendar. Any person or organization wishing to rent the facility past 6 hours will be charged for a full day's rental. 8:30 am till 3:30 pm or 4 pm till 11 pm or all day 8:30 am till 11:00 pm

4. The City of Pikeville may participate in co-operative or joint programs with other agencies, organization, institutions, or individuals as part of its own efforts to address information needs and to facilitate information access in the community. Sponsorship is at the discretion of the City of Pikeville and can include waiving rental fees in part or in whole. These sponsored programs may include, but not limited to, speeches, community forums, discussion groups, demonstrations, displays and live or media presentations. Sponsored events must be open to the general public, observe all facility use policies and have written approval as a sponsored event prior to being scheduled.

5. No partisan or religious functions will be permitted except in the following cases: Use of a voting precinct, precinct organizational meetings, non-partisan meetings, meet the candidates programs, singings and socials by religious groups.

6. For non-commercial events such as family reunions, birthday parties, weddings, family events or etc., the person hosting the event must complete the application and his/her address is used to determine the appropriate fee. The person signing the agreement will be held accountable to ensure all information provided is correct and true. Any false statements or information will result in a loss of fees and will forfeit being able to lease any other city facility.

7. Parents or guardians must sign the reservation form on behalf of any lessee under 21 years of age. Anyone under 21 years of age and youth groups requesting the use of the facility must ensure an adult chaperone ratio of one (1) adult per fifteen (15) minor children.

8. The City of Pikeville reserves the right to schedule multiple bookings when the additional booking does not interfere with the primary lessee's booking.

9. The following uses require approval of the City Manager and may require additional permits and or licenses: These requests will only be considered on a very unusual case.

1. Charge for admission, sell tickets, or take subscriptions or collections
2. Selling or offering of merchandise

The City of Pikeville reserves the right to interrupt, terminate or cancel an event when in the judgment of the City Manager, Fire Chief, Chief of Police or the Event Planning Clerk, determines that such act is necessary in the interests of public safety and/or the user is in violation of this policy. User waives any claims for damages or compensation should the event be interrupted, terminated or cancelled.

Advertising/promotion of events, meetings, programs, etc, for which space within the facility has been reserved, must clearly state the sponsor of the event, a local contact person and a telephone number. Promotional materials, press releases, etc, must be worded so it is clear to the general public the event is not sponsored by the City of Pikeville. Non-compliance with this policy may lead to immediate cancellation of the event, forfeiture of rental fees paid and loss to lease any other venue under the City of Pikeville control.

Use of Kitchen. Rental of the facility may include use of the kitchen. Kitchen users must make their own catering arrangements. Lessee must provide utensils, plates and all other supplies. The kitchen is not equipped for large-scale food preparation or catering. NO HEAVY COOKING or FRYING. Use of receptacles, countertop, sink, water and refrigerator will be part of the agreement. If Lessee chooses to pay for the clean up fee option, Lessee will still be responsible for putting all trash into trash bags and removing and refuse or debris from the room and placing it in the trash cans located in the back of the facility at the Garfield House and the dumpster at the Training Center. Failure to do so will result in having the clean up fee as listed below applied and deducted from the Damage Report Fee. If Lessee selects to clean on their own all clean up supplies will be provided.

10. Sign and Decoration Placement. All decorations, scenery, etc., shall be erected without defacing the facility in any way and are subject to the approval of the City of Pikeville. All signs, decorations, scenery, etc., shall be installed and removed from the facility within the time reserved. No items, materials may be affixed to walls, doors, flooring, furniture, etc., that will leave a residue, stain, scratch or otherwise mar these surfaces. ABSOLUTELY NO THUMB TACKS, STAPLES OR HOLES of any kind on any wall or surface. **No smoking**, use of candles, open flames, decorations which may be flammable or combustible, smoke or fog generating equipment or apparatus is allowed. No flyers, banners or event information may be pasted outside the building. Any damage that may occur will be the responsibility of the lessee to pay to repair or replace.

11. Miscellaneous Provisions.

- a. No items may be stored for any user/group within the facility.
- b. All supplies and equipment used in an event must be removed from the facility at the completion of each reservation period.
- c. No alcoholic beverages other than Wine and champagne may be served at the Garfield House. Absolutely no alcoholic beverages are allowed in the Training Center or on the property of the Fire Department facilities.
- d. The City shall have the right to control and operate the public portions of the facilities, the heating and air conditioning and common use areas, in a manner deemed most appropriate for the City.

- e. City equipment shall not be removed from the facility.
- f. The lessee shall not assign or sublease the space covered by the “Facility Use Agreement”.
- g. No person shall be allowed to have firearms, knives, explosives or any other weapons in the facility or on the premises at any time.
- h. The lessee acknowledges and approves that the center is under surveillance with security cameras that will be observed by City personnel during the event
- i. Users shall observe posted room capacities.
- j. Bathroom is available on the 1st floor. Handicap facility is located behind the facility in the park bathroom for the Garfield Center.
- k. There is to be no confetti, glitter or rice used in decorating or throwing. Birdseed may be thrown outside only.
- l. All music/musical performances must end at or before 10:00 p.m. Music must not be heard on the streets adjacent to the facility. Lowering of music level must follow all complaints. If city determines levels are too high, city will have a right to stop all music.

Garfield Center & RV Park Contact:

City of Pikeville
Candi Sawyers
178 College Street
Pikeville, KY 41501
Phone: (606) 444-5286
Fax: (606) 444-5294
e-mail: mainstreet@pikevillecity.com

Station 1 Fire Training Center

City of Pikeville Fire Department
Rita Adkins
104 Chloe Road
Pikeville, KY 41501
Phone: (606) 437-5125
Fax: (606)
e-mail: radkins@pikevillecity.com



City of Pikeville

118 College Street

Pikeville, KY 41501

Phone (606) 437-5100 FAX (606) 444-5294

DATE OF EVENT				
DAY OF WEEK				
EVENT TITLE				
TYPE OF EVENT				
GROUP				
CONTACT NAME				
DAY PHONE				
EVENING OR CELL #				
ADDRESS				
CITY		STATE		ZIP

Time you will be in building	
Estimated attendance	

Note: Please read agreement to fully understand hours of operation.

Fees

Deposit	\$100.00
Rental Fee	
Clean-fee if applicable	
Table Cloth Fee	
Equipment Fee	
TOTAL FEE	

I will waive the cleaning service and will clean the facility myself. Answer with YES or NO.	
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**Deposit Refund Mailing Address
(If different from address above)**

NAME					
ADDRESS					
CITY		STATE		ZIP	

I _____ (contact person), as representative of the group _____ in consideration of the use of the Garfield Center, 178 College Street, Pikeville, KY 41501 or Station 1 Fire Department Training Center for myself and all my legal representatives do hereby agree and undertake to save and hold harmless, release and forever discharge the City of Pikeville, its officers, agents, employees and any and all other persons, firms and corporations, acting on behalf of the City from any and all actions, demands or claims for damages to person or property, that may arise out of the use of said City property specified here, without regard to negligent act or omission of the applicant, the City of Pikeville, or any other person, organization, firm, or corporation acting on behalf of the City.

Either by signing below or by electronically registering on-line on the City of Pikeville web site, you certify that you have read and fully understand this rental contract agreement, the general policies, and the prescribed responsibilities for facilities lessees. You further understand that failure to meet any of these responsibilities or comply with any policy, rules, regulations or ordinances may result in the immediate termination of the rental agreement by the city. You also agree that, if termination of the rental agreement is deemed necessary by the city, you will ask that my guest exit the facility in a quick and orderly fashion and personally oversee the clean up or pick up of the rental space whichever is applicable. Finally, you understand and agree that, should early termination of my rental contract become necessary, you will receive no refund of rental fees and forfeit any deposit and any fines or fees may be withheld and or charged to your credit card.

_____ **Date**

_____ **Lessee Signature**



FOR STAFF TO COMPLETE

Permit Number	
Rooms	
Deposit Amount	
Fee Amount	
Cleaning Amount	
Total Amount	
Amount Paid	
Deposit Refunded (Date)	
Deposit Refunded Amount	

All Fees MUST be paid at least 2 weeks prior to rental date.



CITY OF PIKEVILLE RV PARK RULES AND REGULATIONS

Rules and Regulations are provided to protect Pikeville RV Park patrons for the enjoyment, convenience and health and safety of guests. The rules should be observed in the spirit of consideration for others. Campers/guests who fail to obey the Rules and Regulations may be asked to leave.

1. Length of stay: Up to 21 days stay in a 60-day period, which begins on date of first arrival and maximum of 60-days per calendar year. This applies to owner/operator of the RV/camper/trailer, all occupants, and the RV/camper/trailer itself. Any exceptions to this rule must be approved by the City Manager.
2. Check-in 1:00 p.m. till 10:00 p.m./check-out 12:00 Noon. Visitors must vacate the RV Park by removing all RV's, camping vehicles, trailers, passenger vehicles and personal property before Noon on the ending date of the permit.
3. Fees must be paid in advance upon registration. All registrations will be charged to a MasterCard or Visa credit card (No cash or checks). Registrations may be made on-line by visiting www.cityofpikeville.com by clicking on RV reservation on front page or by stopping by the RV Check-in point during operations hours.

4. Any changes to reservations and/or cancellations must be given at least 3 days prior to scheduled arrival date. Failure to give a 3 day notice for a change of arrival date will result in the loss of the entire reservation and cancellation fees will be charged to your credit card.

Cancellation fee: the reservation fee will be charged to your credit card. if not cancelled at least 3 days prior to arrival date. No-shows will also incur a cancellation fee for each site reserved to credit card. Cancellation fee will be equal to 1 full days fee for each site reserved and a \$12.50 fee for each day there after that a site was reserved for up to a total of 5 days per site. NO EXCEPTIONS

5. RV's, camping vehicles and trailers must remain on wheels at all times.
NO EXCEPTIONS
6. RV's, camping vehicles and trailers must be parked head in/or head out only. No sideways or diagonal parking. Violators will be ticketed with a \$50.00 fine.
7. Vehicles must be parked on the concrete of assigned space. Parking past the concrete slab may result in a parking citation.
8. MOTORCYCLES or VEHICLES with RV or Camper must be parked on RV site. No extra vehicles may be parked in the ball park parking lot or outside RV area.

9. Requests for refunds, stay extensions or early departures must be made by calling 606-444-5186 before leaving the Park
10. Waste/sewage and water MUST be deposited in sewer connection only and may not be deposited directly on any pavement, dirt or vegetation. Violators will be issued a littering citation of up to \$500.00.
11. The speed limit is 35 M.P.H. on main road and 5 M.P.H. on RV lot road.
12. Mopeds and bike riding are prohibited in the RV lot area.
13. Proof of rabies inoculation and all vaccines are required for all dogs. Aggressive dogs will be removed and banned from the park.
14. Pets must be contained or restrained on a leash of less than 6 feet at all times. Pets may not be left unattended outdoors at any time. Continuous barking is not permitted.
15. Droppings and accidental waste material from pets must be picked up immediately and removed to trash can. Limit two (2) pets per site.
16. A maximum of eight (8) persons allowed per RV/camping site.
17. Campground visiting hours are from 8 am until 10 pm. No one other than those staying at camp site should be at park outside listed hours. This includes the ball park and playground area.
18. Registered guests and all other users of this property are liable for all property damages.
19. Quiet hours are from 10:00 p.m. until 6:00 a.m. daily. (Generators may be operated only between the hours of 8:00a.m. and 8:00p.m.) Please ensure that speakers, radios, televisions, etc. or other machinery do not emit sound beyond your space. Violators will be ticketed.
20. Rowdiness, loud music, abusive language, drunkenness, and possession or use of drugs will not be tolerated at any time. Any violators will be asked to leave park.
21. Guests must keep their site clean and free from clutter at all times.
22. No vehicle repairs, maintenance activities, fluid changes, washing/rinsing of vehicles/RV's are permitted in the Park.
23. Rope, wire or string may not be attached to trees, vegetation, poles or City property at any time.
24. All property must be in the confines of assigned space. Parking on access road prohibited.
25. No overnight outdoor sleeping is permitted.
26. Fires are permitted only on BBQ grills. **No open fires permitted.** Do not use the BBQ's for open fires.

27. Let coals extinguish themselves in barbeque. Do not remove.
28. Absolutely no firearms, fireworks, explosives, or weapons of any kind are permitted within any RV, vehicle of any kind, or on the person of any guest.
29. Youths under 18 years of age must be accompanied by a parent or a guardian at all times while at RV site.
30. All federal, state, and local laws must be obeyed at all times.
31. All signs, posted notices and directions of the city must be obeyed. Non-compliance may result in immediate loss of parking privileges.
32. The City of Pikeville assumes no responsibility or liability for the safety and security of campers/visitors and their personal property.
33. The City of Pikeville reserves the right to make changes deemed necessary in these regulations. We reserve the right to refuse services to returning guests that have violated our rules and regulations and or have vacated the park without paying all fees.

Occupants and their vehicles may be removed for failure to pay full amount of space rental when due or for failure to comply with the written rules and regulations of the Park. Responsible law enforcement agency: City of Pikeville Police Department 600-437-5111.

RATES

- *Check-out Time is 12:00 p.m. (noon)
- *Check-in time is 1:00 p.m. until 10:00 p.m.
- *Quiet Hours Weekdays 10 p.m. - 6 a.m.
- *Quiet Hours Weekends 10 p.m. - 6 a.m.
- *Pets are welcome - must be kept on a leash and follow rules

Down-Payment Policy:

Credit Card REQUIRED to reserve a spot

Cancellation Policy:

5 Day Cancellation Policy

Reservation made by visiting www.cityofpikeville.com or

Reservations made by calling 606-444-5286

Rates for RV Sites: \$25.00 per site per day

Fee includes:

- Electric box hook-up**
- Sewer site hook-up**
- Water hook-up**
- Cable TV basic package hook-up**
- Free Wi-Fi internet service**
- Trash Can**
- Picnic Table**

BBQ Charcoal grill

Directions to RV Park:

US 23 North at Pikeville KY take Exit 23 take an immediate right at top of ramp. Go less than a tenth of mile and take a left onto Bob Amos Park Road. RV Park is located at 2nd driveway on the right on Bob Amos Park Road beside 1st baseball field.

US 23 South at Pikeville KY take Exit 23 take an immediate left at top of ramp. Go less than a tenth of mile and take a left onto Bob Amos Park Road. RV Park is located at 2nd driveway on the right on Bob Amos Park Road beside 1st baseball field.

Bob Amos Park Amenities:

Park closes at dark and opens at daylight:

Overlook to 8th wonder of the world -- Cut through project.

YMCA

2 Baseball fields

1 little league field

Tennis Courts

Basketball court

Walk track

5.4 mile mountain bike/walk trail (2.5 mile nature walk)

Outdoor unmanned visitor center with pamphlets

2 playgrounds

2 Picnic shelters

Beautify scenery

Phone Numbers

IN CASE OF EMERGENCY CALL

911

You are located at Bob Amos RV Park in the City of Pikeville

For questions or issues Monday through Friday 8:30 am till 5:00 pm

Please Call

606-444-5286

After business hours, you may call the

Pikeville Police Department at

606-437-5111

For emergencies dial:

911



City of Pikeville Parks and Recreation Department Shelter Rules

Reserved picnic shelters & Gazebo are provided with shaded shelters, picnic tables, trashcans and barbecues.

- A. Picnic shelters not reserved are available based on a first come first served basis.
- B. Picnic shelter may only be reserved by an applicant 1 time for 1 event per month unless approved by the City Manager.
- C. All reservations made must be made on line using the cities web site located at www.cityofpikeville.com and with a Credit Card. There will be a processing fee of \$1.00 charged to your credit card to reserve City Shelters #1, #3, #4 or #5.
- D. Decorations can be displayed in such a manner that does not damage or deface the facility as outlined below.
- E. Picnic shelters must be returned to their original state prior to the reservation and all decorations and materials must be removed and properly disposed of. Failure to clean shelter and picnic area to be in the same or better shape it was received in the person or business understands and agrees that by accepting this agreement they may be charged up to \$100.00 dollars to the booking credit card. The resulting fee will be at the discretion of the city.
- F. The person or business reserving the facility will be held responsible for any damage to the facility from a guest or participant attending the reserved event. Through this agreement the person or business understands and agrees that their credit card may be charged for cost to repair any damage. The cost will be determined by the invoice for materials and labor to make any necessary repairs.

CONDITIONS OF USE

- A. In the event that conditions of the approved Park Reservation Application for the use of the Park and facilities are not adhered to, the City maintains the right to amend/revoke permission for use of any Park amenities or facilities at any time.
- B. There shall be no continuous exclusive privilege conferred for any activity or use unless designated by the City. All standing reservations are subject to periodic review and cancellation according to the needs of the City. Occasionally, the City may find it necessary to reschedule or relocate a reservation, in which case, the City will give as much notice as possible.
- C. Persons using the Park facilities must agree to comply with laws, ordinances, policies, and rules and regulations of the City pertaining to the use of City's parks and facilities. Person(s) or group are not to hold the City responsible for liability or damage to any person or property during the use of the Park and will provide proof of proper and necessary insurance (if required).
- D. Persons that are granted an approved Park Reservation Application use the Park's picnic shelters, athletic fields, and/or other amenities and facilities, are responsible for applicable park facility use fees and any other costs incurred as a result of damage cause to the City property and/or equipment.

APPLICATIONS AND RESERVATIONS

- A. All reservations must be made by logging on to the city web-site at www.cityofpikeville.com, clicking on the shelter reservation icon, entering your customer ID, selecting your dates, agreeing to all terms and conditions, paying all required fees and receiving confirmation. Bookings will only be valid and accepted by following this process. Only sections of the Park can be reserved by any person(s) in order not to limit other use by the general public.

- B. All Park Reservation On-line Applications to use Park picnic shelters or other amenities shall be reviewed and issued by the City of Pikeville web site. This is done by logging on to the City of Pikeville web site at www.cityofpikeville.com and click on the shelter reservation icon.
- C. Persons wishing to make reservations must be at least 18 years old. A Park Reservation Application for the use of the Park shall be issued only to responsible adults (over age 18) who will be present at the Park throughout the duration of the activity.
- D. Any fees and deposits that might be required at the time of each Reservation request unless otherwise designated by the City. If denied, fees and deposits will be reimbursed to the applicant within fifteen (15) working days. .
- F. No approved Park Reservation on-line Application for the use of Park facilities shall be granted unless or until the application has been made application by filling out all required fields on line, paying all required fees and by checking the terms and condition thus agreeing a to all terms set forth therein.
- G. Failure on the part of the authorized holder of an approved Park Reservation Application for the use of Park facilities to abide by applicable City regulations may result in denial of future use of City facilities.
- H. All matters concerning reservations shall be handled by the applicant and the City of Pikeville personnel appointed by the City Manager.
- I. The hours specified on the on-line reservation shall determine the length of time the Park facility may be used and special permission must be obtained from the City Manager before any extension of time may be allowed.
- J. Unless specifically approved by the City Manager, it is expressly understood that activities will not be fund raisers or benefit affairs; that no admission is to be charged; that no tickets will be sold, and that no solicitations, collections of donations will be made. Exception: Similar fund raising is permitted to be conducted by organizations that are approved by the City Manager.
- K. Whenever a Park facility is in great demand the City shall restrict uses of such facility, by first-come, first-served basis, unless applications for the same date and time are received, at which time the Parks Director and or City Event Director shall make the determination.
- L. The City shall not cancel an approved Park Reservation for the use of Park facilities within thirty (30) days of a scheduled event, unless forced to do so by an unavoidable or emergency circumstances.
- M. An approved Park Reservation for the use of Park facility may be summarily revoked by the City Manager or in his/her absence by their designee, under the following circumstances: violation of the City of Pikeville rules, unlawful activity, or where there is a clear threat to public health, safety and/or general welfare; or necessary for the protection of public property.

INSURANCE

- A. At the discretion of the City of Pikeville, the City may require park facility use applicant organizations to provide a Certificate of Liability Insurance, minimum amount of one million dollars (\$1,000,000) naming the City as additionally insured. If an individual does not have insurance and they qualify for the use of Park facilities, they can purchase single event coverage through the City. Evidence of the required insurance must be submitted to the City at least one week prior to the scheduled facility use.
- B. The amount of the required insurance shall be a minimum of one million dollars (\$1,000,000), but may be adjusted at the discretion of the City Manager or designee.
- C. The City shall not be responsible for lost or stolen articles. Any person or groups to whom a Park Reservation Application for the use of Park facilities is granted shall be responsible for any loss or damage, if any, which may result from the said use of the Park.

PARK RULES AND REGULATIONS

The following regulations and rules of conduct shall apply to persons given an approved Park Reservation Application for the use of Park facility:

1. Report Emergencies immediately to one of these agencies:
 EMERGENCIES 911
 Pikeville Police Department 606-437-5111
 Pikeville Fire Department 606-437-5125
 Pikeville Events Department 606-444-5286
2. Report any problems the first working day following your Park use: (606) 444-5286.

3. The Park facilities shall be left in the same condition as found prior to your use or you may be subject to additional fees or fine. Floors are to be swept and moped if necessary and trash cans are to be emptied and trash must be brought to dumpsters.
 - Only removable adhesive tabs are allowed for securing your decorations. Staples, nails, tape, pushpins, adhesive backed decals, tacks or paint are prohibited. Metallic decoration sprinkles, glitter, confetti, rice, and birdseed are not allowed inside or outside of the shelter facility. All decorations and other items brought into the shelter are to be removed and disposed of properly. Under no circumstances are signs to be nailed, pinned, or stapled to any tree, park sign, facility, and/or along the roadways. Candles are prohibited.
 - Balloons: Helium balloons are allowed provided: they are securely anchored or strung together (e.g., arched); they are removed at the completion of the event; air tanks are properly secured during the event.
4. Activities for minors shall be supervised by responsible adults
5. City equipment is to be used only at assigned locations and is not to be moved without prior authorization by the City. (This includes picnic table, chairs and grills)
6. The use of tobacco product is strictly prohibited inside any city park or building. Violators will be subject to a fine per city ordinance Chapter 121.
7. Pikeville City Parks are designated as a drug-free zone. The possession, sale, or use of un-prescribed drugs within any public park or public parking lot within or adjacent thereto, or within any public building or parking lot adjacent thereto is prohibited and will result in arrest and prosecution.
8. It is unlawful for any person to consume any alcoholic beverage or to have in his or her possession any bottle, can or other receptacle containing any alcoholic beverage which has been opened, or a seal broken, or the contents of which have been partially removed in the city park. The only exception to this is guidelines set forth in the rules and regulations for the City Annex Community Center.
9. It is unlawful for any person, firm, or corporation to take, carry, or otherwise transport any firearm into any City of Pikeville park unless you are a sworn police officer. Per City Ordinance Chapter 130
10. Notices/banners/posters/fixtures/signs to be posted in or at Park must receive prior approval for being posted on Park facilities. Nothing is to be affixed to trees or buildings. Such signs must be approved by the Event Director and must be included in the application process.
11. Littering at the Park is prohibited. All litter and debris is to be disposed of by park users prior to leaving the premises. Violators are subject to fine per city ordinance Chapter 92
12. Electricity and or Water in each shelter are not guaranteed. City of Pikeville will make every effort to ensure electrical outlets and water hookups are in proper working order.
13. Only City authorized vehicles are allowed in City Park Maintenance or restricted areas. Organizations with prior approval may use roads for loading/unloading supplies only. Arrangements for the opening of locked service road gates must be made with the Event Director or Public Works Department. Any vehicles must have at least 2 persons standing on the outside of the vehicle to walk the vehicle in for safety of all. All Vehicles who have permission to load and unload must do so immediately and remove their vehicle as soon as they are unloaded. Leaving a vehicle in an unauthorized area will result in a fine and your vehicle being towed. Owner will be responsible for all expenses related to the towing of the vehicle.
14. No vehicles are to be driven on grass/turf areas at any time without the express prior approval of the Event Director or Public Works Department. Violators will be ticketed and responsible for cost of any damage that they or their vehicle may have caused. Per city Ordinance Chapter 93
15. Vendor utility trailers or booths MUST remain on the Blacktop, Gravel or Concrete areas only. These areas are not permitted on grass or turf. Trailers or booths may be delivered the day before the event with written permission of the Event Director or City Manager. Trailers MUST be picked up before 9 am the day after the event. Failure to do so will result in a \$100.00 fine, the trailer will be towed and owner will be responsible for all fees related to the tow bill. Owner of the trailer may also be prohibited from being allowed to have a trailer in the city.
16. Tents are allowed only with written approval by the Event Director or City Manager. All tents must be put up and taken down the same day and within the time frame of the event. Failure to do so may result in city personnel taking down the tent and placing in storage. If tents are not removed within the described time frame a \$100.00 fee from the owner will be assessed to recover each tent taken down by the city.
17. It is unlawful to park any vehicle at any park or public facility, unless the operator of the vehicle is using the facilities that are provided at the park or public facility.
18. The use of profane or abusive language, quarreling, or fighting, betting or any form of gambling, and the conduct of raffles or lotteries are expressly prohibited on City parks or facilities.

19. The use of skate boards, roller skates, roller blades, bicycles or any other motorized or non-motorized device with wheels or rollers upon which a person may ride shall be prohibited in the city park adjacent to Huffman Avenue and College Street, including but not limited to the public sidewalk and grounds located therein. This does not apply, so long as they are used for the purpose for which they were intended, to wagons, wheel chairs, strollers or other devices designed and used for the transportation of children, infants, physically challenged, or incapacitated persons, or to carts or other devices intended and used for transporting merchandise or materials. As per City Ordinance Chapter 93
20. All public parks are closed at dusk and reopens at daylight the next succeeding day excluding the downtown city park. Minors under the age of eighteen are subject to City's Curfew regulations as set by city ordinance.
21. City Gazebo, Mini-Park & Shelter 1 & 2 shall not be used by groups later than 11:00 p.m. on Friday & Saturday or 10 p.m. Sunday through Thursday unless special permission is secured in advance. Shelters 3, 4 & 5 shall not be used by groups later than dusk unless special permission is secured in advance. Minors under the age of eighteen are subject to City's Curfew regulations as set by city ordinance Chapter 130.
22. Entry to the Park is not permitted before daylight. picnic tables, fields, and courts that have not been reserved with an approved Park Reservation Application for use of Park and facilities are available on a first come basis each day and may not be reserved for the following day. Individuals and/or groups seeking to use field(s) and/or court(s) for the purpose for which they are designed shall have priority over individuals and/or groups using the field(s) and/or court(s) for other uses
23. The presence of fireworks is strictly prohibited at all times, except for City sponsored fireworks displays as per City Ordinance Chapter 97
24. Gas generators are prohibited at the Park, except for City sponsored events unless approved by City Manager.
25. Carnival rides and other commercial attractions (moon bounce, etc.) are prohibited at the Park, except for City sponsored events per City Ordinance Chapter 112.
26. The use of burning candles or any other continuous open flame, or any other material or device, which constitutes a fire hazard, is expressly prohibited in the Park or any facilities, except for traditional candles on a birthday cake or similar occasion. This does not include a gas grill or charcoal grill area.
27. The attachment to buildings, furnishings, or fixtures of signs, posters, banners, or decorations shall be prohibited unless the location and method of attachment are approved in advance by the City. No method of attachment shall be approved which may mar or deface the facilities (Examples: masking tape or other adhesive tape, nails, glue, etc.)
28. No outdoor overnight camping shall be permitted in City parks other than the RV Park, unless approved by the City Manager.
29. Park users are to exercise consideration regarding their activity and noise level to not unduly interfere or disturb other Park users or neighboring residents.
30. Music or Bands must have volume at a comfortable level not to disturb residential, churches, schools, business areas or neighboring shelters.
 Music or Bands in Downtown City Park is allowed to play on the following schedule:
 Monday, Tuesday and Thursday until 9 pm.
 Friday and Saturday until 10:30 pm.
 Wednesday and Sunday until 7 pm only.
 Any variation from this schedule will require written permission by the City Manager. A copy of the variance must be kept on site during the performance so if asked by law enforcement to see to verify. Failure to have said written permission will result in law enforcement shutting down the music or band.
31. The City reserves the right to close any facility at any time for repair, maintenance, or emergency.
32. No person is permitted to trespass into, past or onto any areas listed as "No Trespass Areas" by the City. Any person doing so will be subject to a fine, asked to leave park or arrested as per city ordinance Chapter 93.25

PRIVATE VENDORS

A. Any peddling unless otherwise approved by the City Manager as a community event including, but not limited to, a carnival, fair, organized picnic or fund raiser is not allowed. However, such peddling shall only be done by peddlers who have applied for and received a business license and any other permit required by the City for participation in the community event (s).

B. User groups authorized to employ services of private vendors shall be required to furnish to the City: proof of the vendor's current appropriate health permits, certificates of insurance, and City business licenses from said vendor unless waived by the City.

IN VIOLATION

Any violation of the above conditions shall render the Reservation and Permission for the use of Park and facilities approval null and void and the person or group permitted the use of the Park shall upon notice, by City staff, cease use of the Park and its facilities. Additionally, such holder may be subject to applicable penalties for violation of city ordinance or accessed a penalty of up to \$500.00 which will be charged to the reservation credit card. The holder of Reservation and Permission for the use of Park facilities may only resume use of the facility if approval is granted by the City Manager after a review of the facts and circumstances leading to the suspension of the use, if such a review is requested in writing by the said holder within ten (10) days of City's notification to cease the use of the Park

Either by signing below or by electronically registering on-line and checking the terms and or regulations box on the City of Pikeville reservation web site, you certify that you have read and fully understand this rental contract agreement, the general policies, and the prescribed responsibilities for facilities lessees. You further understand that failure to meet any of these responsibilities or comply with any policy, rules, regulations or ordinances may result in the immediate termination of the rental agreement by the city. You also agree that, if termination of the rental agreement is deemed necessary by the city, you will ask that my guest exit the facility in a quick and orderly fashion and personally oversee the clean up or pick up of the rental space whichever is applicable. Finally, you understand and agree that, should early termination of my rental contract become necessary, you will receive no refund of rental fees and forfeit any deposit and any fines or fees may be withheld and or charged to your credit card.

Date

Lessee Signature

Signature not required if completed on line with an electronic approval by lessee.