RESERVATIONS

- Splash Park reservations are only accepted during the current park season. Future season reservations will not be accepted.
- An application form can be obtained at the Clermont City Center or found online at the City of Clermont website, www.ClermontFL.gov.
- The form must be filled out completely before being approved by a Parks & Recreation staff member and the appropriate fees must be submitted in order to confirm a reservation.
- The Splash Park is available for rental Friday through Sunday, from 5:00 PM – 7:00 PM. No set up will be allowed prior to the start time.
- The City of Clermont reserves the right to cancel any reservation at any time.
- Submission of this completed application and payment must be delivered to the Clermont City Center, 620 W Montrose St, Clermont, FL 34711 from 8:00 AM – 5:00 PM, Monday through Friday.

For-profit businesses are prohibited from charging admission or conducting sales of any type, including indirect sales, with the exception of theatre rentals for uses of a performing nature.

RENTAL FEES & CANCELLATIONS

- Reservations cancelled thirty (30) days or more in advance of the scheduled event will be eligible for a full refund of any deposit and rental fees collected. An event cancelled within 29 days or less of the scheduled event date will be ineligible for a refund, and all rental fees will be forfeited.
- The rental and application fee must be submitted in full to reserve the Splash Park and are due at the time of the reservation.

Cancellation requests must be made in writing to the Parks & Recreation Department.

<table>
<thead>
<tr>
<th>Rental Cancellation and Refund Policy (application fees are nonrefundable)</th>
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<tbody>
<tr>
<td><strong>If you cancel within:</strong></td>
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<tr>
<td>30 calendar days or more of the rental date</td>
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<td>29 days or less</td>
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DAMAGES

- The total cost of damage to any of the facilities being utilized, or its contents, may be charged to the renter.
- Applicant is responsible for any vandalism or damage to the Splash Park and/or fixtures during their rental dates.

RENTAL STAFFING

- Your rental will include City of Clermont Splash Park attendant to maintain the rules and operations of the Splash Park.

RESPONSIBILITY OF USERS

- Renters are responsible for leaving the park in the same condition it was in before use. All trash is to be placed in outside receptacles.
- The Parks & Recreation Director may deny the use of this park to any person or organization that refuses to clean the park after use, or damages the park.
PROHIBITED ITEMS

The following shall not be permitted in the Splash Park:

- Food
- Drinks (except water)
- Flammable Substances
- Cooking inside the Splash Park or under the Pavilion
- Animals (Except service animals)
- Banners, Signs, Posters of a permanent or semi-permanent nature
- Alcoholic Beverages
- Smoking or E-Cigarettes
- Illegal Drugs
- No organization or individual may store or leave supplies, materials, or equipment of any sort in the park.
- Facilities are located in a residential section of the City, noise and disturbances must be avoided.
- No renter is permitted to charge an admission fee for rental.

INCLEMENT WEATHER

- Should inclement weather be a factor prior to your Splash Park private rental, you have the option to reschedule your event for another available date. You must notify the Parks & Recreation Department by 1:00 PM the Friday before your rental for eligibility.
- In the event of lightning, no one will be permitted in the Splash Park and it will remain closed for 30 minutes following the last lightning strike, as determined by the ThorGuard Lightning Prediction System. Patrons should seek appropriate shelter and follow staff’s instructions.
- Refunds will be issued based on a percentage of usage and approved by the Parks & Recreation Dept. and rain policy.

SPLASH PARK SPECIFIC RULES

- For every 7 children, 1 adult must be in the Splash Park at all times to provide appropriate adult supervision.
- The only diapers allowed are swim diapers.
- Those with health problems such as diarrhea, nausea, infections or wounds are not allowed on splash play area.
- Running and horseplay is prohibited.
- Pets, food, gum, glass objects, bicycles, skateboards, roller blades/skates, scooters, and smoking are strictly prohibited.
- Street shoes are not permitted on splash play area.
- The Splash Park may be closed at any time due to weather or maintenance. During severe weather, seek shelter in restrooms or vehicles.
- Users must shower before entering splash play area.
- Maximum Capacity 74. (During COVID-19 reopening phases) this number may change
Splash Park Rental is for Friday, Saturday, and Sunday from 5:00 PM – 7:00 PM Only

Today’s Date ________________________________

Date of Rental ________________________________ 5 PM – 7 PM ☐ Friday ☐ Saturday ☐ Sunday

Will you need use of the Waterfront Picnic Pavilion? ☐ Yes ☐ No

Waterfront Picnic Pavilion is included with Splash Park rental

Expected Attendance ________________________________ Please note: Splash Park capacity cannot exceed 35 persons

Name of Organization/Applicant ________________________________

Check Type of Organization ☐ Resident ☐ Non Resident ☐ Non Profit ☐ Business

Tax Exempt ☐ Yes ☐ No If yes, provide Tax Exempt # ________________________________

Federal ID # or Driver’s License # ________________________________

Applicant’s Name ________________________________ Email ________________________________

Day Phone ________________________________ Cell Phone ________________________________

Address ________________________________ City ________________________________ State _____ Zip _____

Secondary Contact ________________________________ Phone # ________________________________

Briefly Describe Rental: ________________________________

Do you have any special requests? ________________________________

Are you planning on having food? ☐ Yes ☐ No

If yes, what type of food?

*Food is only permitted in the pavilions outside of the splash park

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<thead>
<tr>
<th></th>
<th>Resident</th>
<th>Non Resident</th>
<th>Non Resident</th>
</tr>
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<tbody>
<tr>
<td>Application Fee</td>
<td>$10</td>
<td>$10</td>
<td>$10</td>
</tr>
<tr>
<td>Splash Park Rental</td>
<td>$150</td>
<td>$200</td>
<td></td>
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<tr>
<td>Sales Tax</td>
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<td>Total</td>
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**Resident/Non-Profit:**
- Applicant is a resident or land owner located in the Clermont city limits
- For-profit businesses may utilize the resident rate only if the business’s physical address is within the City limits. Rentals for the intended use of a business function must utilize the business’s physical address.

*Non-Profit organizations must provide proof of non-profit status (501c3), and be currently registered and active with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the organization/business.

**Non-Resident/Business:**
- Applicant resides outside the Clermont city limits
• Business is located outside the Clermont city limits

*Clermont Residents are not permitted to use ‘Resident’ status if the business is located outside of the city limits.

All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of $1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured

HOLD HARMLESS/INSURANCE AGREEMENT

The user will indemnify and hold harmless the City of Clermont from and against all claims, damages, losses, and expenses, including reasonable attorney’s fees, arising out of, or resulting from the occupancy of the Park/Facility by the User, its agents, servants, invitees, and guests under this license.

The User will comply with all laws, ordinances, regulations, or other orders regarding the safety of persons or property, or their protection from damage, injury or loss.

The applicant shall supply, when required, a Certificate of Insurance reflecting minimum coverage $1,000,000 Comprehensive General Liability Insurance, without deductibles, per occurrence. The City of Clermont shall be named as an additional insured, which shall be noted on the Certificate of Insurance. The Certificate shall indicate that the applicant’s insurance policy shall not be cancelled without thirty days prior written notice to the City of Clermont.

The undersigned agrees to abide by the regulations governing the said facility and is responsible for charges incurred and must supply the Certificate of Insurance to the City of Clermont no later than fourteen (14) calendar days prior to the Program/Event Date. In addition, the undersigned agrees to be responsible for damage to facilities and conduct of persons in the program and/or event. Parking is permitted only in designated areas of the park/facility. There is no parking allowed at any place of business or residence near the park/facility unless written permission is granted by each individual owner in advance.

I have read the rules and regulations and fully understand them. I accept responsibility and insure that all members and guests will honor and abide by the above conditions.

Name of User (printed): ____________________________________________

Group Representing: _______________________________________________

User Signature ______________________________________ Date

City of Clermont Employee Signature __________________________________ Date