



Kate Barr Ross Park Rental
Use Policy and Procedure
Effective October 1, 2023

POLICY

The City of Huntsville makes available any park to the citizens of Huntsville and/or Walker County for cultural, educational, and family events suitable to a neighborhood setting.

A. Purpose

1. To ensure both availability and uniformity of use by outside parties.
2. To specify the guidelines necessary to safely utilize city parks.
3. To ensure the integrity of the city parks are not altered for continued use.

B. Definitions

1. "Park" herein pertains to the park facility being rented.
2. "City" herein pertains to the City of Huntsville and its employees.
3. "Lessee" herein pertains to the individual, group, or organization renting and executing the agreement for this Park.

C. Rental Days and Hours

1. Parks are available for rent from 7:00a.m. – 10:00p.m.
2. The following days are NOT available for rental purposes:
 - a. Thanksgiving Day (through the weekend)
 - b. Christmas Eve or Christmas Day (or the weekend if either day falls on it)
 - c. New Years' Eve and New Year's Day (or the weekend if either day falls on it)
 - d. Election days (Tuesday and/or Saturday)
 - e. MLK community celebration in January
 - f. Juneteenth community celebration in June
3. The City will have the final authority on whether to rent on any other day or other observed City Holidays.
4. The City schedules various activities throughout the year and will have first priority over any and all reservations.

D. Rules and/or Responsibilities of the Lessee

1. The Lessee must be a City of Huntsville or Walker County resident with a valid photo ID, and be 21 years of age or older.
2. The Lessee shall abide by these policies as well as any applicable City Ordinances, State and Federal Laws.
3. The Lessee is responsible for the safety, character, acts, and conduct of all persons admitted to the premises. The Lessee will be responsible for the Park and those in attendance. The Lessee will be held responsible for any damages that occur to the Park by the Lessee or by a participant in attendance at the Lessee's event.



4. Where the Lessee is acting on behalf of an organization, the Lessee shall have full responsibility for communicating provisions of this policy to the organization, and the Lessee will be fully responsible for the Park and those persons admitted to the event.
5. The Lessee is NOT permitted to solicit funds or sell goods in or around the Park without written approval of the Director of Community Services.
6. The Lessee (or his/her designated representative individual who is 21 years of age or older) shall remain with the Park at ALL times.
7. It is the Lessee's responsibility to acquire the additional tables and chairs suitable to the Lessee. Such personal property shall be obtained at the Lessee's expense. The City shall NOT be in any manner responsible for such property brought in by the Lessee.
8. The Lessee shall NOT sublet the Park.
9. It is the Lessee's responsibility to inform the City of any problems with the Park immediately.
10. Bounce Houses/Water Slides are prohibited to use inside the parks.
11. Vehicles are prohibited in the parks.
12. Blocking any parking spaces is prohibited.

F. General Rules and/or Responsibilities

1. Possession or consumption of alcoholic beverages is NOT allowed on the premises.
2. Smoking is prohibited.
3. Animals are to be on a leash at all times, unless in the designated Pooch Parks.
4. Gambling is NOT permitted in or around the Park.
5. Set up and clean up time shall be considered included in the reservation time.
6. The City has the right to enter the Park at any and all times.
7. The City has the right to immediately terminate an event.
8. The City reserves the right to refuse any individual or organization future use of the Park due to abuse of policies or other laws.
9. Loud noise is prohibited by City Ordinance. Lessee shall NOT use electronic equipment at a volume which emits sound beyond the event at the rented Park, and shall NOT create a disturbance by causing excessive noise by any means.
10. The City is NOT responsible for lost, damaged, or stolen items. Items of value, such as purses, wallets, cell phones, and cameras (except for food and beverages which will be disposed of) found at the Park will be taken to the Huntsville Police Department.
11. Furnishings, supplies, and equipment belonging to the City are NOT permitted to leave the premises for any reason.
12. Improper use of furniture, fixtures, or equipment is NOT permitted. The City will NOT be held responsible for any damages caused to the Lessee's persons or property due to such negligence and the Lessee will be held responsible for any damages done to the Park, equipment, fixtures, or furniture should such an occurrence happen.
13. All Fire Safety Codes are required to be followed at all times.
14. All food and its remains will be cleaned up and removed from the park (left over food, shellfish remains, etc.)
15. If barbeque pits are used, coals must be disposed of properly. They should not be dumped on the ground in the park or disposed of in the trashcan while still hot.
16. Glitter, confetti, water balloons and any other small pieces of the same nature are prohibited.



G. Reservations

1. Only an executed Rental Agreement guarantees a reservation date.
2. To execute the Rental Agreement, the Lessee must pay the deposit on the day the reservation is made with the Parks and Leisure Department (936-294-5721).
3. Reservations can be made up to one (6) six months in advance.
4. Rental Agreements shall be executed a minimum of one (1) month prior to the reservation date.
5. If the Lessee reservation was canceled for non-payment and wishes to execute the Rental Agreement again, the Lessee must pay the deposit and execute the Rental Agreement within 24 hours of the reservation date.

H. Fees; Payments

1. The Lessee must pay ALL FEES at the time the Rental Agreement is executed in order to guarantee a reservation. Please refer the Fee Schedule.
2. Payment can be in the form of cash, personal check (non-temporary), cashiers check, credit card, or money order.
3. Payment is to be made payable to the **City of Huntsville**.
4. There will be a \$35.00 fee assessed on all return checks (effective 12/05).
5. Fees are set by the City's Administration, are subject to change, and apply to all users.
6. Fees paid at the time of execution of the Rental Agreement will be honored if a fee change occurs.
7. A held reservation will NOT guarantee the fee if a fee change occurs.
8. Refunds will NOT be issued for any unused portion of time.

I. Fee Schedule

| Fee Description | Amount |
|---|---------------------|
| Park Permit | \$25.00 an hour |
| Deposit | \$100.00 |
| Returned Check Fee | \$35.00 |
| Cancellation (6-15 Business Days Prior) | ½ Deposit returned |
| Cancellation (Within 5 Business Days) | No Deposit returned |

J. Deposits

1. Deposits are required for ALL reservations to assure that the Park is not jeopardized in any manner.
2. Deposits are deposited by the City the day they are received and do NOT apply towards the Park Permit Fee.
3. Deposits are refunded by City check and mailed within 30 days after the reservation date pending (1) that the Park is left in accordance to the rules and regulations laid out in this agreement, and (2) no fees have been assessed.
4. Deposit monies shall be used by the City to repair, replace, or pay for any property which has been damaged or left in an unacceptable condition by the Lessee. The deposit may be held until the full extent of the damages has been assessed and repairs have been made.
5. If damages exceed the Deposit, the Lessee will be billed for the additional charges.
6. If the Deposit is forfeited for any reason, the Lessee will be billed for any additional fees.



K. Cancellations; Rescheduling

1. All cancellations must be received *in writing* and during normal business hours.
2. Any Lessee that cancels a reservation between six (6) and 15 business days prior to the rental date shall be refunded one-half (1/2) of the deposit and the full Permit Fee, unless they have made provisions to reschedule the use of the Park.
3. Any Lessee that cancels a reservation five (5) or fewer business days before the rental date shall forfeit their entire Deposit; however, the Lessee shall be returned the Permit Fee.

L. Decorations

1. Decorations should be limited and NOT interfere with the integrity of the Park or its contents.
2. Only a mild adhesive masking tape shall be used, and on non-painted surfaces only.
3. Fastening devices (such as staples or hooks) that punctures a surface are prohibited.
4. Hanging items from the Playground modules is prohibited.
5. Special effect machines, (ie. smoke machines, bubble machine, fog machines, mirror balls, fountains, etc.), are prohibited.
6. The City will NOT be held responsible for any injuries or damages that may occur from decorating or the decorations themselves.
7. Moonwalks or other large, blown-up play areas are prohibited.

M. Certified Peace Officers

1. The City reserves the right to and shall have the authority to stipulate a reasonable number of Certified Peace Officers to ensure the safety of the public and the Park at times during which the Park is used and occupied by the Lessee.
2. The Lessee will employ at their expense said number of Certified Peace Officers to be present 30 minutes prior to the beginning of the event, during the entire event, and up to 30 minutes after the event.
3. The Certified Peace Officer(s) must be employed with an agency within the jurisdiction of Walker County limits.
4. If applicable, the Lessee must provide proof that the Certified Peace Officer(s) were present during the time of the event to the City.

N. Liability/Waivers/Insurance

Lessee agrees to and shall indemnify and hold harmless the City from and against any and all claims, losses, damages, causes of action, suits or liability of every kind, attorney's fees, for injury to or death of any person, or for damages to any property, arising out of or in connection with the use of the Park, its agents, representatives, assigns, invitees, and participants under this agreement. Such indemnity shall apply where claims, losses, damages, cause of actions, suits or liability arise in whole or in part from the negligence of the City.

PROCEDURE

A. Purpose

Provide clear guidelines to the Lessee of the expectations and procedures involved for their rental.

B. Arrival



- 1 The Lessee must meet the City at the Park at the time indicated on the Rental Agreement.
- 2 Should the arrival time need to change (altered arrival time), it is the Lessee's responsibility to contact the City on Friday before Noon of the Lessee's weekend rental day.
- 3 The Lessee must show a valid photo ID, proof of rental by showing the copy of the executed Rental Agreement and receipt prior to being allowed into the Facility.
- 4 Remember, a key is NOT issued to the Lessee, therefore, the Lessee shall remain with the Park at all times. (See General Procedures, Section E.6.)
- 5 The City shall perform a joint inspection of the Park with the Lessee, at which time the City will explain the Park and location of important features of the Park.

C. Clean Up Required

1. The Lessee shall return the Park to the same condition as when received, if not better.
2. Tables and chairs shall be wiped clean and be free of any type of adhesive device, markings, food/beverage particles, or residue of any type. Tables and chairs then shall be placed back in the location/manner in which they were retrieved.
3. All trash and litter (including trash/litter from the bathrooms) shall be placed in the provided lined containers.
4. Any personal food items and utensils found at the Park will be disposed of.

E. Departure

1. The City will arrive at the departure time indicated on the Rental Agreement at which time the Lessee needs to have completed cleaning the Park.
2. Should the Lessee finish early and need to alter the departure time (altered departure time), it is the Lessee's responsibility to call the City one (1) hour prior to having the Park cleaned.
3. The City and Lessee shall perform a joint inspection of the Park prior to departure.