



# Wicomico County Recreation, Parks & Tourism PEMBERTON PARK RENTAL AGREEMENT

Organizer's Name: \_\_\_\_\_ Organization: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

Event Type: \_\_\_\_\_ Anticipated Attendance: \_\_\_\_\_

Date(s): \_\_\_\_\_ Time(s): \_\_\_\_\_

### Pemberton Park Facility Rental Fees (check all requests):

#### Indoor Space:

- Environmental Education Building (40 capacity) - \$100.00
- Welcome Center Classroom (20 capacity) - \$50.00

#### Outdoor Space:

- Outdoor Amphitheater (100 capacity) - \$75.00
- Picnic Area/Trails for 15-50 attendees - \$50.00
- Picnic Area/Trails for more than 50 attendees - Price TBD by Department \$ \_\_\_\_\_

#### Restroom Fee:

- Over 50 attendees requires additional portable toilet at \$75.00 per unit.

#### Site Supervisor (required for indoor space):

- Site Supervisor - # of hours \_\_\_\_\_ x \$15.00/hour = \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

#### Special Requests:

Will an admission/registration charge be made?  Yes  No

Do you intend to have alcoholic beverages?  Yes  No

Other special requests? \_\_\_\_\_

1. **Deposit/Payment Requirements.** Organizer must pay a non-refundable **50% deposit** by cash or check, plus any applicable fees noted in this agreement. **The deposit is due upon signing this agreement.** Balance is due **30 days** prior to rental date.
2. **Cancellation Policy.** Refunds in case of cancellation less deposit will be granted, if requested 3 weeks before the desired date. All refunds are subject to a 10% service charge. Refunds will not be granted in case of inclement weather, but another date may be scheduled based on park availability.
3. **Site Inspection.** Upon completion of the rental, a site inspection will be held. If the facility is damaged or requires pick-up of litter, the Organizer will be assessed the actual cost for returning the facility to the original condition. **The actual cost will include labor at the rate of \$60 per hour and all repair expenses.** The fee must be paid **within 30 days.**

4. **Weddings.** All wedding reservations must be made using the Pemberton Park Wedding Agreement. Fees, accommodations and rules on this form will not supersede those found on the Pemberton Park Wedding Agreement.

5. **Additional Requirements.**

- a. Groups of 15 or more shall not be permitted to visit the park without prior written permission.
- b. The Department must receive a written request 60 days prior to the desired date.
- c. The Park shall remain open to the public during the rental.
- d. Rentals shall be restricted to designated areas indicated above.
- e. Rentals will be limited to normal park hours. All normal park rules shall apply.
- f. Tables and chairs are permitted. Set up and breakdown must be completed day of the event. Tents or other structures will be permitted once locations have been approved by the Wicomico County Department of Recreation, Parks and Tourism in advance.
- g. Amplified sound, music and/or lights are permitted with respect to the designated rental area.
- h. The Department reserves the right to restrict groups from providing alcoholic beverages on its premises. In all cases, when such requests are approved, it is the responsibility of the organization to adhere to the rules and regulations of the Wicomico County Liquor Board.
- i. Camp Fires are not permitted in the Park. Fires shall be confined to the cooking grills in the picnic area.
- j. Camping is not permitted in the park.
- k. Beverages in glass containers are prohibited.
- l. There shall be no parking along the park's entrance lane. All overflow parking accommodations shall be made in advance with the Department.
- m. The Department has sole discretion to decide on any matters not covered under this policy.
- n. Organizer releases the County from all claims against the County arising from the use of the facility and assumes all risks associated with the rental. Organizer must indemnify the County against all claims arising from Organizer's use of County facilities.
- o. This agreement does not create a joint venture or partnership.
- p. Organizer must comply with all applicable law.
- q. The County may terminate the rental and remove the Organizer if Organizer violates any term of this agreement.

6. **Understanding and Signature.** Organizer has been provided a copy of this agreement and has made the members of its organization familiar with the County's policies for its facilities. Organizer accepts full responsibility on behalf of its organization for the use of County facilities and for any damages to them.

\_\_\_\_\_  
Organizer's Name (print)

\_\_\_\_\_  
Organizer's Signature

\_\_\_\_\_  
Date

**Approval:**

- Approved
- Approved with the following changes/conditions:

\_\_\_\_\_  
\_\_\_\_\_

- Not Approved

**Department Signature** \_\_\_\_\_

**Date** \_\_\_\_\_