****

**Spring Park Pavilion/Sandy Beach Pavilion Guidelines**

**This Spring Park Pavilion/Sandy Beach Pavilion User Contract is between the User** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the City of Heber Springs Community Center (also referred to here as “HSCC”), and is effective upon the date of execution shown below.

**Spring Park Pavilion/Sandy Beach Pavilion** User and Heber Springs Community Center agree to the following terms:

1. **SERVICES & FEES:**

The HSCC is a shared use facility, and HSCC will control the times and manner of all Users access to and use of **The Spring Park Pavilion/Sandy Beach Pavilion.**

1. **USER PREREQUISITES:**

*Users* will have completed the following to the HSCC before User may use the facility:

1. User must pay a $25.00 reservation fee. Non-refundable
2. User must sign and date the pavilion guidelines.

**A. Rental and Use Policies-** User agrees to comply with all of the rules and obligations as currently stated in this agreement.

**B. Contact Information-** User promises that the identification, address, and contact information is current and correct.

**C. Prohibited Substances Use Policy-** User agrees that there will be no alcohol or illegal drugs allowed on the property.

**D. Housekeeping Policies:**

User responsibilities are but are not limited to the following:

 1. No equipment owned by HSCC shall ever leave the premises.

 2. Users will strictly follow the Cleaning Guidelines provided by HSCC

 for each use of the pavilions.

 3. Absolutely no grills allowed.

 3. Picnic tables **cannot** be moved.

 4. Trash cans **cannot** be moved.

5. **All trash** must be put in trash cans or carried away.

**3. HEALTH AND SAFETY RESPONSIBILITIES** To ensure the safety of all persons associated with the HSCC facility, User shall also comply with the following duties:

**A. Worker Safety** User is exclusively responsible to ensure that User and its employees/associates/guests observe proper safety procedures while using the pavilion. .

**B. Right of Inspection** The staff of HCSS retains the right to enter and inspect operations at any time during use. The health department of Cleburne County as well as the Food & Drug Administration shall have the right to inspect without prior notice at any time deemed necessary by their organization.

**4. MISCELLANEOUS PROVISIONS:**

**A. User Property** User shall promptly remove any personal property from facility after scheduled event(s). If User’s property is not promptly removed or prior arrangements made to HSCC, the HSCC may take possession of, remove, and/or discard User’s property.

**B. No Oral Modification** This agreement shall be modified in writing only, duly signed by User and HSCC.

This Agreement is executed this \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_2021, by the duly authorized representative of each party.

Heber Springs Community Center

Legal Name of User

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Representative

(For pavilion User) I received a copy of this document on \_\_\_\_\_\_\_\_\_\_\_\_\_, 2021.

Please circle pavilion reserved:

Sandy Beach Pavilion / Spring Park Pavilion