

Warriors Path State Park

Palmer Center Foundation Amphitheater RENTAL AGREEMENT

Name: _____ for Organization _____

Address: _____

Phone: Cell: _____ Home: _____ Office: _____

Alternate contact person: _____

Alternate phone: Cell: _____ Home: _____

Nature of event: _____

Number of guests: _____

Date of Event: _____ Event Start: _____ and Finish Hours: _____

Time to arrive for setup: _____ Time that guests are to arrive: _____

RENTAL CONTRIBUTION: \$60.00

Facilities to be rented:

Only the Amphitheater and the immediate surrounding ground are rented for special occasions. Rental includes the stage area, the seating areas, and the grassy bank surrounding the theater. Electricity is available at the stage and in the seating areas. No equipment is provided. The Boundless Playground is open to the public during normal park hours and may not be reserved for exclusive use.

Full upfront rental fee of \$60.00 and the signed contract (two pages) must be made before the rental reservation can be considered confirmed.

SIGNATURE

DATE

Please fill out rental agreement and return original copy with check payable to: **Friends of Warriors' Path State Park** (no cash) to the following address:

Warriors Path State Park, Reservations
P.O. Box 5026,
Kingsport, TN 37663

Full upfront rental fee of: \$60.00 can also be made using **Paypal** on the: **Friends of Warriors Path State Park website:** <http://friendsofwarriorspathstatepark.com/>

(I understand and agree not to rescind / reverse any credit card paid rental fees.)

Please read and sign the statement on Page 2

Warriors Path State Park

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(Page 2)

By signing this rental agreement I, _____ agree to:

1. Faithfully observe and comply with any and all rules and regulations as applicable to Tennessee State Parks as set forth on the website <http://tnstateparks.com/about/policies> . Consumption of alcohol by responsible person or their guests is prohibited.
2. Comply with all the laws of the United States and the State of Tennessee.
3. Pay to Warriors Path State Park, the cost incurred as a result of any damages to the facility, furnishings, equipment or grounds arising out of the use of the premises under the terms of this contract;
4. Indemnify and hold harmless the State of Tennessee, its officials, employees, agents, representatives, insurers, sureties and assigns or anyone acting on its behalf, from any and all claims, damages, liabilities, or causes of action any kind, nature, and description, whether at law or in equity, now accrued or which hereafter may arise, whether known or unknown, arising out of any matter, cause, or event arising in any way from the use of the premises under the terms of this contract.

It is understood that the individual or organization renting the premises shall not either voluntarily, or by operation of law, assign, mortgage, pledge hypothecate or encumber this agreement, and shall not sublet the said premises or any part thereof, or allow any other person to use the said premises, without first obtaining the written consent of a Warriors Path State Park representative.

NOTE: Fees are subject to change.

RENTER SIGNATURE

DATE

WARRIORS PATH STATE PARK REPRESENTATIVE

DATE

Warriors Path State Park

Palmer Center Foundation Amphitheater RULES AND REGULATIONS

Purposes for which rental of the park amphitheater facility may be granted:

- Facility shall be made available for civic, cultural, educational, and recreational purposes.
- The facility will also be available for personal or social use upon proper application and payments of deposit and rental fees at the time of reservation.

Warriors Path State Park may refuse to approve facility rental application or cancel a rental to use its facility under any of the following circumstances:

- When it is determined that the facility will be used in a manner which will violate the safety of people and the property of Warriors Path State Park.
- When it is determined that an organization and/or individuals have not honored terms of their facility rental agreement or how have caused excessive damage to the facility in the past.
- When it is determined that false or misrepresented information is contained on an application.
- When it is determined that use of the facility will require the diversion of so great a number of park rangers that public safety may be jeopardized.
- When it is determined that the proposed use of said facility is in conflict with any existing contracts, agreements, or lease arrangements involving the primary use of the facility.

Application Requirements:

- All individuals or groups must complete an application prior to use.
- The applicant must be twenty-one (21) years of age or older.
- The application and prepaid deposits and rental fees must have been made.
- The application form must be approved and signed by the proper administrative official or designated personnel.
- Reservation may be made up to 12 months in advance, but no less than two weeks prior to the event. The proper administrative official or designated personnel must approve all exceptions.
- Reservations will be on a first-come-first-serve basis.

Cancellation of Rental Agreements:

- Warriors Path State Park reserves the right to rescind any rental agreements for just cause as set forth herein. All rental agreements are granted with this understanding.
- Holders of the reservation must give the Warriors Path State Park office notification of cancellation sixty (60) days prior to the event. Failure to comply with this provision will result in forfeiture of prepaid rental fees. Refund will be less \$10 non-refundable service charge.

Special Requirements:

- **Cleanup:** The area must be completely cleaned at the end of the function. The renter is responsible for cleanup and is responsible for removing all trash, food, service equipment, supplies and items belonging to the renter from the premises. The facility will be inspected for compliance with laws and regulations of the park. Should the renter not meet these requirements and should there be an unusual amount of cleanup after your event; an appropriate sum may be charged the renter applicant for any additional cleaning expenses. Applicants are responsible for any and all damages incurred during the rental time frame.
- No nails, spikes, staples, tacks, or glue may be affixed to the rental facility or trees.
- Rental is for the amphitheater only; all other areas of the park are open to the public.
- All amphitheater scheduled events to be completed no later than the park closing time of 10:00 pm.
- Smoking: No smoking is allowed at the Palmer Center Foundation Amphitheater facility.
- Candles and open flames: No smoking, candles, open flames, or smoke machines are allowed in the amphitheater area. No bonfires or fire pits allowed.
- Parking: All guests must park in designated parking locations.
- Programs suitable for presentation in a public place.