

## Picnic Pavilion Rental

### Rental Fees

Residents Inside town limits	\$35 fee + \$35 refundable deposit
Residents Outside town limits	\$55 fee + \$55 refundable deposit

The deposit will be refunded if there is not damage to the park grounds and park rules have been followed.

Rentals would be made at Town Hall on a first come, first serve basis. A calendar will be left at town hall for this purpose. Holidays and other designated days (event days) may be excluded from rentals.

### BELL BUCKLE PARK RULES

#### Park hours: Daylight to Dusk

- Picnic areas must be clean and orderly after use.
- Dogs and cats must be under restraint at all times. Clean up is the owner's responsibility.
- Fires may be built only in grills and must be attended at all times. All fires must be extinguished prior to leaving.
- Motor vehicles must remain on designated roads and parking lots. Dirt bikes, mini bikes, and ATV's are prohibited.
- Skate boards and bicycles must give right-of-way to others.

#### Not allowed:

- Structures, plants, and natural features may not be removed, damaged, or defaced.
- No littering or dumping is allowed.
- Beer, alcohol, and illegal drugs are prohibited.
- Firearms, fireworks, or explosives of any kind are prohibited.
- No person may hunt, trap, or endanger animals in any way.
- Sales, solicitations, or placement of signs within the park requires permission from Town Hall.
- No camping or overnight parking is permitted without prior permission from Town Hall.
- No Bouncy House or otherwise known as "inflatables" shall be erected on park property without filling out official request form at Bell Buckle Town Hall.

Bell Buckle Park Picnic Pavilion Waiver

This Agreement, made this day \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_  
between the Bell Buckle Park Board and the Town of Bell Buckle, hereinafter  
collectively called "Lessor" and

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

Hereinafter referred to as "Lessee".

\_\_\_\_\_  
Organization (Lessee)

\_\_\_\_\_  
Authorized Signature of Lessee

\_\_\_\_\_  
Bell Buckle Park Board and  
the Town of Bell Buckle  
By Park Chairman (Lessor)

\_\_\_\_\_  
Date

\_\_\_\_\_  
DATE OF EVENT

\_\_\_\_\_  
TIME OF EVENT

**BELL BUCKLE AMPHITHEATER RENTAL CONTRACT**

This Agreement, made this day \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_,  
between the Bell Buckle Park Board and the Town of Bell Buckle, hereinafter  
collectively called "Lessor" and

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

Hereinafter referred to as "Lessee".

Application Instructions and Terms and Conditions of Amphitheater Use.

1. The permit application is due no later than 5 days from initial contract with park personnel. If approved, appropriate fees will be assessed. The application and all base fees are due on the day of reservation. All permits issued are contingent on approval by the Park Chairman.
2. Applications for general use are accepted beginning on the first business day of January each year. The Park Board has first priority in scheduling events in all park facilities. All dates are reserved on a first come, first served basis. Event dates are not confirmed until all related fees are paid.
3. Lessee, at its own expense, shall maintain during the term of this lease general liability insurance in a combined single limit of \$1,000,000.00 bodily injury (including loss of life), and property damage arising in any one occurrence.

Lessee shall release, indemnify, defend, and hold Lessor harmless from and any and all liabilities, suits, losses, damages, claims, or causes of action (whether based on contract or tort) and costs (including reasonable attorney's fees, court costs, discretionary costs, penalties, and fines) for death, injury or damages to a person or persons, or property damages arising from (a) any default by each in the performance of its obligations under this lease, or (b) the negligence, willful misconduct, or omissions of each party or its agents and employees; or (c) any use of the facility or surrounding property by the Lessee.

The policy must be in force for the duration of the event and be issued by an insurance company licensed to do business in Tennessee, specifying public liability and property damage insurance with a single limit of not less than one million dollars (\$1,000,000.00), naming the City of Bell Buckle and Bell Buckle

Park Board as additional insureds. No event will be permitted unless the declaration certificate has been received prior to the event.

4. Lessor prohibits the reservation on Park facilities by Lessee that discriminates on the basis of age, color, disability, national origin, race, religion or sex, sexual orientation, in the admission to, access to, or operation of their programs, services or activities.
5. Any changes to the event description submitted with this application must be submitted in writing to the Bell Buckle Park Chairman. Any aspect of the event not fully described in the application or an addendum submitted in accordance with this paragraph would not be covered or allowed in the park facility.
6. All events in the Bell Buckle Park, must fit the following guidelines:
  1. The proposed activity or use of the Park must not unreasonably interfere with or detract from the public's enjoyment of the park.
  2. The proposed activity or use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation.
  3. The proposed activity or use will not include violence, crime or disorderly conduct.
  4. The proposed activity or use will not entail extraordinary or burdensome expense or police operation by the Town of Bell Buckle.
7. All special events to be held in the park requesting permission to have amplified music will be considered by the Park Board on a case by case basis. The event may be monitored by a Park Board member or Town employee to assure proper sound levels. The member or employee shall have the right to request a lowering of sound levels, or to stop the performance if deemed necessary and in the best interest of the Park and immediate neighborhood.
8. Prior to but not earlier than six (6) hours before the event nor less than four (4) hours, the Lessee must perform an inspection of the facility and must report in writing to the Park Board Chairman the presence of any damage or trash on the premises. All damage evident or trash remaining on the premises after the event and not previously and specifically reported to the Park Board Chairman as required in the preceding sentence will be considered to have resulted from the event and must be rectified as the sole expense of the Lessee.
9. It is the event holder's responsibility to return the park to the condition it was in prior to the permitted event or pay fees related to returning the property to the condition prior to the event. Lessee agrees to quit premises no later than the term of this agreement which terminates no later than 11:00 p.m. CST unless otherwise agreed to by the parties. Lessee's are responsible for all clean up after each event. Lessee agrees to quit premises no later than the term of this agreement. The Park Chairman reserves the right to require a security deposit from any Lessee.



However, the posting of a deposit does not relieve the Lessee from the responsibility for performing all clean up and correcting all damage relating to the event as well as responsibility of loss of property. The Lessee agrees to reimburse the Lessor for all cost incurred in performing clean up and repairs which, in the judgment of the Park Chairman, the Lessee has failed to perform. Clean up and repair costs shall accrue at a rate of \$30 per man hour. (\$50 –holidays) These rates do not include additional cost of cleaning supplies, basic landscaping materials and the like. The Lessee’s deposit will be applied to clean up and repair costs accruing under this paragraph.

10. The Lessor reserves the right to require event holders to provide security at their expense; off-duty police officers and/or chaperones as the Lessor deems necessary to assure the safety of the public and park facilities. Please list security and their phone numbers. Please remember that during the course of the event that all security must remain at the event or the event will be cancelled. This will be strictly enforced.

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11. No alcoholic beverages or drugs are allowed in park facilities. Prohibited items and activities shall include but not limited to the following:

1. Smoking. All events are smoke free events with designated smoking areas.
2. Alcohol
3. Fireworks
4. Weapons
5. Drugs
6. Pets (except guide dogs and service animals)

11. All signage, advertising, publicity, exhibits or displays to be used must have prior approval by the Lessor.
12. All events must end no later than 11:00 p.m. CST.
13. Appropriate park personnel and/or park board members must be provided access to the event upon request in order to monitor event activities and ensure compliance with ordinances, rules and regulations.
14. The Lessor has the authority to revoke an application upon finding a violation of any rules or ordinances upon good cause shown.
15. In the event of noncompliance with any provision of these terms and conditions,

the Lessor can in its sole discretion, ban any event sponsor or professional event organizer, promoter or the like from further sponsorship or promotion of any event in the park facility for a period of two years.

16. Lessee agrees that at all times he will conduct his activities with full regard to public safety., and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with Lessor to assure such safety. The Lessee is responsible for obtaining all licenses, permits, etc., required in conjunction with the event.

All portions of the sidewalks, entries, passages, vestibules, corridors, stairways, passageways, and all ways of access to public utilities of the premises shall be kept unobstructed by the Lessee and shall not be used for any purpose, other than ingress, or egress to and from the premises by the Lessee.

Lessee agrees not to bring onto the premises any material, substance, equipment, or object which is likely to endanger the life of, or to cause bodily injury to any person on the premises or which is likely to constitute a hazard to the property thereon without the prior approval of the Lessor. The Lessor shall have the right to refuse to allow any such material, substance, equipment or object to be brought onto the premises and the further right to require its immediate removal therefrom if found thereon.

17. Lessee assumes all responsibility for goods or materials, which may be placed in storage with the Lessor, before, during or after the event.
18. Lessor reserves the right to eject or cause to be ejected from the premises any objectionable person or persons; and neither Lessor nor any of it's officers, agents or employees shall be liable to Lessee for any damages that may be sustained by Lessee through the exercise by Lessor of such right.
19. If for any reason an unforeseen event occurs, including, but not limited to fire, casualty, labor strike, or other unforeseen occurrence, which rendered impossible the fulfillment of any term of the agreement, the Lessee shall have no right nor claim for damages against Lessor of the city of Bell Buckle.
20. Lessee is responsible for providing ticket takers, ushers, security, and emergency services. The Lessor reserves the right to determine the need and number of security guards required at any given event at the cost of the Lessee.
21. Groups using the Amphitheater are bound by the policies listed in this document. The Lessor reserves the right to terminate any approved use of the facilities should these policies not be followed.
22. Americans with Disabilities Act. Lessee agrees to comply with all requirements of the Americans with Disabilities Act (Public Law 101-336 (July 26, 1990) the "Act") applicable to the premises and applicable to the building and



property to accommodate Lessee's employees, invitees and customers. Lessee acknowledges that it shall be wholly responsible for any accommodations or alterations which need to be made at any point during the term as same may be extended, to the premises, building, or property to accommodate Lessee's employees, customers and invitees and/or to otherwise comply with the Act. Lessee agrees to indemnify and hold Lessor harmless from any and all expenses, liabilities, costs or damages suffered by Lessee or Lessee's employees, invitees and customers. No provision in the contract should be construed in any manner as permitting, consenting to or authorizing Lessee to violate requirements under such Act and any provision of the contract which could arguably be construed as authorizing a violation of the Act shall be interpreted in a manner which requires compliance with such Act and is hereby amended to require such compliance. Both Lessor and Lessee agree to inform each other immediately of any notice Lessor or Lessee receives regarding complaints, inquiries or claims by anyone alleging a violation of the Act.

23. Nothing contained herein, nor the acts of the parties shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture, or similar relationship or arrangement, it being understood that the relationship between the parties is solely that of Lessor and Lessee.
24. By submitting an application, the Lessee agrees to the following terms:
  - a. Lessee shall release, indemnify, defend, and hold Lessor harmless from and any and all liabilities, suits, losses, damages, claims, or causes of action (whether based on contract or tort) and costs (including reasonable attorney's fees, court costs, discretionary costs, penalties, and fines) for death, injury or damages to a person or persons, or property damages arising from (a) any default by each in the performance of its obligations under this lease, or (b) the negligence, willful misconduct, or omissions of each party or its agents and employees; or (c) any use of the facility or surrounding property by the Lessee.
  - b. The Lessee assumes all risk and responsibility for any dangerous or defective conditions on the grounds of the facility whether known or unknown.
  - c. The Lessee agrees to restore the park facility to the condition prior to event.
  - d. This document sets forth the entire agreement of the parties. This contract supersedes any and all prior or contemporaneous agreements between Lessor and Lessee, and shall not be modified or amended unless Lessor and Lessee agree in writing.
  - e. The individual executing this document on behalf of the Lessee affirms that he/she is authorized to do so.
  - f. No modification of this document shall be valid unless in writing and signed by the Park Board Chairman.
  - g. Tennessee law shall govern any dispute arising from this document and any suit relating in any way to this document shall be brought in a court of competent jurisdiction in Bedford County, Tennessee.

- h. All applicants must be 21 years of age or older.
- 25. The Lessee agrees to use reasonable measures to prevent or reduce the spread of the COVID-19 virus during the event. The Lessee agrees to follow all CDC Guidelines, Tennessee Executive Orders, Tennessee Pledge, and any other federal or Tennessee law regarding COVID-19.

The

Lessee agrees to make available face masks to individuals entering the event, which said cost shall be the sole responsibility of the Lessee. The Lessee agrees to make hand sanitizer readily available to all attendees of the event, which said cost shall be the sole responsibility of the Lessee. The Lessee agrees to perform frequent disinfection of common areas or high touch surfaces. The Lessee agrees to make reasonable efforts to encourage attendees to engage in six (6) feet of social distancing and fifteen (15) feet of separation between audience members and performers. The Lessee agrees to be responsible for the distribution of seating to comply with six (6) feet of social distancing as well as fifteen (15) feet of separation between audience members and performers. The Lessee agrees that at the beginning of any event, it will make a brief public service reminder use hand sanitizer, to practice social distancing, and to wear face masks and to ask anyone that has COVID-19 symptoms or has been recently exposed to someone with COVID-19 to leave the event for the safety of the other attendees.

CATEGORIES AND FEES

**Stage only – no lighting or sound usage\***

Non-profit	\$ 150	\$ 100 security deposit (refundable)	+ 10% gross
For profit	\$ 250	\$ 250 security deposit (refundable)	+ 15% gross

**Entire facility including lighting, sound, electrical\*\***

Non-profit	\$350	\$100 security deposit (refundable)	+ 10% gross
For profit	\$600	\$250 security deposit (refundable)	+ 15% gross

\*Those needing set up or electrical set up must have prior approval from the Bell Buckle Park Board. If an engineer is needed, the cost will be the responsibility of the lessee.

\*\*Those using Bell Buckle Park’s lighting and sound system must hire a lighting and sound engineer approved by the Bell Buckle Park Board. The cost will be the responsibility of the lessee.

\_\_\_\_\_  
Organization (Lessee)

\_\_\_\_\_  
Authorized Signature of Lessee



\_\_\_\_\_  
Bell Buckle Park Board and  
the Town of Bell Buckle  
By Park Chairman (Lessor)

\_\_\_\_\_  
Date

\_\_\_\_\_  
DATE OF EVENT

**All groups will be responsible for bringing their own chairs to the event.**