

WINBOURNE COMMONS

LOT RENTAL & HOLD HARMLESS AGREEMENT

RENTAL TERMS & CONDITIONS

1. General Use of Property

- Rental hours are from 6:00 AM to 10:00 PM, unless otherwise approved in writing.
- No more than 300 people are allowed at any event.
- Lessee must be 25 years of age or older to reserve.
- Reservation cannot be sublet, given, transferred or used by another person.
- Lessee must be in attendance at the event the entire time.
- No weapons, of any kind, are allowed on property, concealed or otherwise.

2. Reservation, Deposits & Payment

- A \$200 non-refundable deposit is required to secure the rental date.
- Date is not secured and will not be taken off the books until payment has been made.
- A \$100 refundable damage and clean up deposit is due with full payment.
- Full payment (including deposits and extras) is due no later than two (2) week before the event date. (no exceptions)
- Failure to pay by the due date will result in cancellation and forfeiture of your reservation date and deposit.
- Reservations must be made at least two (2) weeks in advance.
- Rental hours include set-up, event time and break down. Lessee or it's representatives arriving prior to rental time to set-up or staying after rental time to break down, will result in Lessee being billed additional time at \$50/hour.

3. Included Amenities

- (2) Port-a-potties
- Water

4. Refund Policy

- Refunds for rental times and extras are only issued in the event of a total rain-out, defined as sustained inclement weather that makes the space unusable for the entire rental period. Once the property is occupied, no refunds will be issued.
- Damage and cleaning deposits will be refunded in full if the property is left in the condition it was leased in, all trash has been picked up and personal items removed. No partial refunds will be given.

5. Inflatables, Equipment, & Tents

- Inflatables are allowed and must be powered by quiet run generators only (no electricity is available on-site). Water slides are not allowed.
- Prohibited Equipment: water slides, swimming pools, dunk tanks, water games, pony/horse rides, petting zoos, amusement rides, ATVs, and 4-wheelers. Golf carts are allowed.

- Canopies and tents are allowed, but no stakes or ground anchors may be used. You must secure all tents and inflatables with weights, sandbags, or concrete blocks.

6. Cooking Equipment

- Grills are permitted, Tabletop grills are not allowed on picnic tables or benches
- Boiling is allowed on premises.
- All charcoal, fryer grease, and any water with seasonings or chemicals (e.g., seafood boil waste) may not be dumped on the premises; it must be removed from the premises by the renter.
- Use designated disposal areas only, if available.

7. Alcohol & Security

- Alcoholic beverages may be brought onto the property only if:
 - Any group with alcohol requires a minimum of 1 police officer regardless of group size.
 - Security is hired, at the Lessee's expense and proof of security must be provided with final payment.
 - This is in addition to any general security as required below
 - No glass bottles allowed – plastic bottles and cans only.
 - Open Bar/Cash Bar will require a licensed bartender to serve drinks. A copy of the bartender's license must be provided with final payment.
- Security Requirements: (Alcohol officer does not count for general security requirements)
 - Level A (0–100 people): No additional officer required
 - Level B (101 – 200): 1 additional officer required .
 - Level C (201 – 300): 2 additional officers required.
 - Security must be real off duty police officer in uniform and not someone acting as Security.

8. Music Policy

- Music is allowed.
- Personal speakers or a DJ may be used.
- Music volume must be kept at a reasonable level so as not to disturb surrounding areas or neighbors.
- Lessor reserves the right to require volume reduction if deemed excessive.

9. Safety

- Lessee is responsible for ensuring that their guests do not play, walk or sit on the bricks around the trees or fire pit.
- Lessee is responsible for ensuring that their guests stay within the designated rental area.
- Lessee will ensure any open flames from grills, boil pots, etc are monitored and remain safely managed at all times.

10. Trash & Clean-up

- Lessee is responsible for removing all decorations, trash, food waste, and debris.
- All trash must be bagged and placed in or next to the provided trash cans.
- No glitter, confetti, metallic sprinkles, rice, or birdseed allowed on the property.

11. Parking

- No driving onto the property.

- Additional parking is available on Webb Drive in the grass lot across the street from the property, and on Winbourne Avenue across the street.

HOLD HARMLESS & INDEMNIFICATION CLAUSE

Lessee agrees to indemnify and hold harmless the Lessor, its agents, affiliates, employees, contractors, and volunteers from any and all claims, demands, damages, losses, lawsuits, liabilities, and expenses (including attorney's fees) for injury or damage to person or property arising out of or resulting from any act or omission of the Lessee, its agents, contractors, employees, guests, participants, vendors, or attendees in connection with the use of the leased premises.

Lessee further agrees that the Lessor shall not be liable for any loss or damage to any personal property brought onto the premises by Lessee, its agents, contractors, vendors or its guests.

Lessor advises Lessee to protect themselves by getting event insurance and/or having agents, vendors or guests sign their own hold harmless agreement.

SIGNATURES:

Lessee Signature: _____

Date: _____

Lessor Signature: _____

Date: _____

AGREEMENT MUST BE SUBMITTED WITH PAYMENT OF DEPOSIT