

# Lt. Col. John C. Rembijas Pavilion

## Rules & Regulations

1. Lessee is solely responsible for adhering to the terms of this lease agreement and all Rules and Regulations of Fort Getty and the Lt. Col. John C. Rembijas Pavilion. Residents may not sign for a non-resident third party.
2. The fee for leasing the Pavilion is \$300.00. A deposit of \$150.00 is required to secure the date. **The balance of \$150.00 is due two weeks prior to the scheduled event.** There are no refunds due to inclement weather unless the park is closed. A returnable maintenance deposit of \$100.00 on a separate check is also required.
3. The pavilion is available to the Lessee from 12p.m. to 10 p.m. on the day of the event. Under no circumstances shall any activity connected with the event continue beyond 10 p.m.
4. It is the responsibility of the Lessee to ensure that guests behave in an orderly manner, and that no disturbance is created at the Pavilion or ANYWHERE IN THE PARK. Lessee agrees that all food and drink will be kept in the immediate area of the Pavilion so that littering will be prevented and that noise will not exceed reasonable levels. The Parks & Recreation Department staff reserve the right to terminate any event for disturbances arising from unruliness or noise, or for violation of this lease. Loss of future rental privileges may result. The Town of Jamestown may require additional police and/or fire protection and portable sanitary facilities at Lessee's expense.
5. The Lessee must ensure that the Pavilion is left clean and returned to the condition in which it was found. All Town property, i.e. keys, wind curtains etc. must be returned to the Gatehouse by 10p.m. All trash must be in proper receptacles, all decorations removed and disposed of properly, there must be no litter on the premises and all spills must be cleaned from the tables and floor. Picnic tables must be placed back where they were upon your arrival to the Pavilion. If these conditions are not met, the \$100.00 maintenance deposit will not be returned. The Lessee also agrees to reimburse the Town of Jamestown for any damage to Town property caused by this event.
6. It is the responsibility of the Lessee to obtain any necessary licenses and permits prior to the event date, and to make all arrangements for electricity, water and curtains at the Fort Getty Gatehouse on the day of the event
7. Alcohol may not be sold except by non-profit lessees after obtaining license to do so from the Jamestown Town Council. If alcohol is to be consumed at the event, a certificate of liquor liability insurance in a minimum amount of \$1,000,000.00 must be provided prior to the event. The Lessee and Lessee's agent agree to exercise prudent judgment in the service of alcoholic beverages and to otherwise refuse to serve visibly intoxicated persons. Lessee agrees to provide transportation for those not able to safely operate a motor vehicle due to intoxication. Further, Lessee agrees to hold the Town of Jamestown, its agents and servants harmless for any incident arising out of the consumption of alcoholic beverages.
8. The Town of Jamestown, its agents and servants are not responsible for damage, injury, loss or theft of personal property of Lessee or Lessee's guests or anyone involved in the event.
9. Hired services for the event are party to this agreement and subject to its terms.