

## PICNIC SHELTER RENTAL AGREEMENT

Your signature below affirms you agree to the following rental details on behalf of your group:

### **Violation of any of the following Park Rules & Regulations will jeopardize your rental contract.**

**Consequences include any/all of the following: immediate revocation of permit; forfeiture of any fees/deposits paid; loss of permitting privileges; civil citations and/or fines issued by Park Police.**

### **PARK RULES AND REGULATIONS:**

#### **Pertaining to All Permitted Facilities/Equipment:**

Permit holder must be on site for the duration of the event, in possession of the permit issued. Permit on a smartphone is not valid.

Event must take place within the times listed on the rental agreement. Early entry, early set-up or staying after the scheduled end time is not permitted.

Use of park facilities for commercial enterprise or private profit is strictly prohibited. Permit holders may not accept admission fees or sell or offer for sale any merchandise (including food & beverages and raffles/fundraising). This includes ticket sales of any kind (in advance or at the door). Permit holders may not conduct, practice, or solicit for any trade, occupation, business or profession. This includes event planning businesses.

No event advertising is permitted. Permit holders may not distribute handbills or circulars or erect bills, notices, or advertising device of any kind. This includes digital advertising via social media. No posting signs or advertisements on park property.

Smoking/the use of tobacco products is prohibited on park property (inside all buildings and outdoors except where explicit notice is posted).

All other park rules and regulations must be followed. A full list can be found on [www.pgparcs.com](http://www.pgparcs.com).

#### **Pertaining to Picnic Shelters:**

Event may not exceed the listed capacity for the facility and/or group size stated on the permit.

No bands of any kind are permitted. DJs and loud or amplified music is prohibited on all outside grounds or any area where the peace is disturbed.

Pets are not permitted inside rental facilities or where explicitly prohibited. All pets must be kept on a leash at all times while on park property.

Tents, canopies, moon bounces, game trucks, food trucks, dunk tanks, pony rides, and other amusement rides are prohibited.

No generators of any kind are permitted. Outdoor picnic shelters/areas/grounds do NOT have access to electricity. No propane is allowed.

No setting up or serving is permitted in the parking lot.

Admission to aquatic facilities is not included in rental. Field usage is also not included in rental.

Other park amenities (ballfields, courts, parking lots, grills not adjacent to permitted areas, or any play equipment) are open to the public and are not for the exclusive use of the permit holder. All parks do not have all types of amenities--it is the renter's responsibility to confirm the specifics of the desired location before finalizing the contract.

Additional grills are permitted at all parks (including on grounds adjacent to indoor buildings) except for at Watkins Park Pavilions #10-14. Grills must be hand carried into the picnic area (charcoal only--no propane allowed).

No motorized vehicles are allowed in any picnic area except where specified otherwise (limited to designated roads or streets).

Alcohol is not permitted. Keg beer only is permitted at Watkins Park Shelters #0-4, Cosca Park Shelters #1-4 and Cosca Park Group Pavilion.

## **COMPLAINT AND EMERGENCY INFORMATION**

In the event of a maintenance issue or problem, the problem **MUST** be reported on the day of the event by calling the Park Permits After-Hours Service Number at **(301) 458-5100**.

Maintenance issues that are not officially reported to the above number during event hours will **NOT** be remediated at a later date.. Any complaints need to be provided in writing with any supplemental documentation of issues (such as pictures) to the Permits Office via email ([park-permits@pgparks.com](mailto:park-permits@pgparks.com)) no later than 48 hours after the conclusion of your event in order to be considered. Complaints must be received from and will only be discussed with the Permit Holder.

Our facilities are secured by M-NCPPC Park Police. Additional or private security is not permitted for events. If you have a security concern prior to your event, please contact the Park Permit Office for additional details.

If you encounter a security problem or emergency during your event, please contact Park Police at (301) 459-9088 or dial 911 in the event of an emergency.

## **MAINTENANCE INFORMATION**

### **For all permitted facilities/equipment:**

The facility reserved is subject to inspection by an authorized representative of the Commission in order to assure proper use of park property in compliance with Park Rules and Regulations. **PERMIT MUST BE IN POSSESSION OF THE PERSON TO WHOM IT IS ISSUED AND SHOWN UPON REQUEST.**

The permittee agrees to leave the facility/equipment clean and orderly and assumes personal liability for the cost of excessive cleanup of the premises; loss, breakage, or removal of Park property; and responsibility for the conduct and good order of the group.

Permit holder is responsible for visiting the facility prior to making a reservation to ensure acceptable appearance and provision of amenities. Minor variances in appearance from pictures/descriptions online will not be accepted as reason for refund. Permit holder agrees to accept the facility in current condition of appearance.

After use, fires on outside grills (where applicable) must be extinguished and all trash placed in proper trash containers.

Total group size may not exceed required capacity limit (children included).

### **Third (3<sup>rd</sup>) Party Involvement:**

The use of a third (3<sup>rd</sup>) party for payment or to secure a reservation is not recommended and will be at the risk of the Permit Holder. M-NCPPC is not responsible for third (3<sup>rd</sup>) party involvement and will only correspond directly with the Permit Holder.

### **PARKING:**

Parking may be limited due to public use of the park amenities, scheduled games or events. Parking on grass is prohibited.

### **TO CHANGE YOUR RENTAL DETAILS:**

Any changes to your reservation must be requested at least 30 calendar days before your event and will be subject to a \$25 change fee. The permit holder may make changes to their rental online or may contact the Park Permit Office to request any changes. To make changes online, login to your Parks Direct account at [pgparksdirect.com](http://pgparksdirect.com)

**If you book your event fewer than 30 days before the event date, you forfeit your ability to request changes to the contract. If you book your event fewer than 14 days before the event date, you forfeit your ability to cancel and receive any monetary refund.**

## **CANCELLATION POLICY/INSTRUCTIONS**

**There will be NO refund or compensation due to weather conditions, including rain, snow, and extreme heat or cold.** Events also cannot be rescheduled due to forecast of inclement weather which M-NCPPC cannot control. Refunds will only be issued if M-NCPPC closes the permitted facility.

All cancellations (regardless of reason) **prior** to sixty full days of the event will result in an 80% refund of the rental cost. All cancellations **between** sixty days and fourteen full days of the event will result in a 50% refund of the rental cost. All cancellations **within** fourteen full days of the event will not be eligible for any refund, regardless of reason or extenuating circumstances.

The Commission reserves the right to cancel all permits with as much notice as possible and holds the person to whom this permit is issued responsible for notifying the Park Permits Office in advance of any cancellation.

**TO CANCEL YOUR RENTAL:** Cancellations must be handled in 1 of 2 ways:

**1. Online** – Log-in to your Parks Direct account at [PGparksdiRECT.com](http://PGparksdiRECT.com). Go to “My Account” and select “Cancellations”. Select the item you wish to cancel by clicking the check mark next to it. This will add your cancellation to your shopping cart and you can then “Proceed to Checkout” which will allow you to select your refund option and complete your transaction.

**2. Email** - the original permit with the words "CANCELLED" as well as the date and permit holder's initials written on it to [Park-Permits@pgparks.com](mailto:Park-Permits@pgparks.com). **Cancellations are not considered final until you have received written confirmation from staff.** If you have not received a response within 24 hours during the business week, contact the office again to inquire about the request status.

## **SECURITY DEPOSIT PROCEDURE:**

In addition to your rental fee, a refundable deposit of \$100 is required which covers damages, insufficient clean-up or rule violations, including exceeding capacity and Covid requirements.

**Forms of Payment:** The refundable security deposit of \$100 must be paid with a credit card via your ParksDirect account at the time of reservation. Security deposits will be charged to the credit card account and refunded to the credit card account which was charged.

**Return of Deposit:** The deposit will be refunded approximately 2-3 weeks following the event if inspection of the facility shows sufficient clean-up and no damage or violations were reported. The credit card account will be credited 2-3 weeks following the event unless a six month window has passed and the card number is no longer available due to credit card compliance standards (in which case a check will be issued to the main contact). An M-NCPPC check will be issued to the account main contact and mailed to the address on the permit. Balances from other ParksDirect transactions must be paid prior to making a reservation or paying the security deposit

### **\*\* SPECIAL COVID REGULATIONS \*\***

- Face coverings (covering nose & mouth) are required by all persons over the age of 5.
- 6' (ft) physical distancing between guests is required at all times. (All seating is not guaranteed to be under the shelter)
- Gatherings may not exceed the capacity determined on your permit.
- Guests experiencing a cough, cold, fever or flu-like symptoms should be encouraged to stay home.
- Encourage guests to wash their hands or use hand sanitizer throughout your event.
- Touch surfaces must be regularly sanitized throughout your event.

The Maryland-National Capital Park and Planning Commission, Department of Parks and Recreation, Prince George's County continues to follow the safety guidelines established by the Centers for Disease Control (CDC) as well as state and local health officials as a result of the COVID-19 pandemic. As such, all patrons and staff are required to wear a face covering at all times and have their temperature checked for indoor activities. Additionally, social distancing protocols remain in effect. The Department will continue to provide the necessary Personal Protection Equipment (PPE) to help keep staff and patrons safe.

**AGREEMENT TO RULES AND REGULATIONS:**

By affixing a signature below, the Licensee certifies that:

- The Licensee is at least 21 years old.
- The Licensee agrees that acceptance of the above rules and regulations is on behalf of persons in the group with him/her and that if the rules are violated, this permit may be revoked and future penalties may result including forfeiture of the security deposit or suspensions of permitting privileges for park property
- The Licensee agrees to be present during the period state on the permit, otherwise this permit is void
- The Licensee understands that the Commission reserves the right to bill the permit holder for an amount deemed necessary to cover the cost of excessive clean-up or damage (lost, broken, or stolen) to the property caused by any member of his/her group. The Licensee further absolves M-NCPPC of all responsibility or liability for any injuries sustained due to faulty or defective condition of equipment, apparatus, building, or conditions of grounds, or any cause whatsoever.

**X:**

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**(Signature of Permit Holder)**

**(Date)**

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**PRINT NAME:**