

# CITY OF BUFORD

## SPECIAL EVENTS POLICY

### I. POLICY STATEMENT

Special Events provide opportunities to promote community welfare and quality of life, help build a sense of community, showcase local and regional talent, enrich cultural opportunities, draw first-time visitors to Buford, contribute to the economy of the community and establish a vibrant downtown district.

The City of Buford recognizes the benefits and opportunities made available through special events. Therefore, the City seeks to facilitate, promote, coordinate and/or participate in special events that provide a benefit to the larger community and fit within the capacities of representative park facility.

Any public gathering or special event that requires restricted or exclusive use of any portion of public property or public area, including but not limited to roped lawn areas, stages, tables, bleachers, tents, temporary barriers or boundaries, or as otherwise defined herein, must first submit a **special event application** and obtain approval from the City of Buford. Permission to use any public street or park does not necessarily entitle an organization to exclusive use of said facility/area.

This Policy is intended to work in concert with all other applicable rules, regulations, laws, and ordinances of the City of Buford and other applicable governmental entities.

### II. DEFINITIONS

#### *Special Event*

Any activity sponsored by an organization or individual for profit or non-profit, other than the City of Buford, held on public property and designed for entertainment, competition, amusements or social, ethnic, religious and/or cultural awareness that: 1) requires restricted or exclusive use of any portion of public property, including but not limited to roped lawn areas, streets, stages, tables, bleachers, tents, temporary barriers and/or boundaries; and/or 2) impedes the normal flow of traffic; and/or 3) impedes the enjoyment or use of the property by the general public. Such events require a **Special Event Permit** issued by the City.

The Gwinnett Football League and events conducted by Buford City Schools are City sponsored events.

#### *City Staff/Support Services*

Services provided by the City of Buford to ensure that a special event is conducted in such a way as to protect the safety, health, property and general security of the public and integrity of public grounds. Services may include security/police, public works, set-up, clean-up, event consulting etc.

#### *Events Coordinator*

Staff person, or designee, responsible for overseeing the application process and obtaining acceptance or denial based on input from appropriate City departments. The City Events Coordinator will act as a liaison between the Event Organizer and affected departments within the City of Buford as may be necessary.

### ***Event Organizer***

Persons designated as the authorized head of the organization or individual responsible for the proposed event.

### ***Special Event Permit***

A permit issued to an organization or individual for profit or non-profit, other than the City of Buford, held on public property and designed for entertainment, competition, amusements or social, ethnic, religious and/or cultural awareness that: 1) requires restricted or exclusive use of any portion of public property, including but not limited to roped lawn areas, streets, stages, tables, bleachers, tents, temporary barriers and/or boundaries; and/or 2) impedes the normal flow of traffic; and/or 3) impedes the enjoyment or use of the property by the general public.

### ***Event Food Vendor Permits***

A permit issued by the City of Buford to each food vendor scheduled to serve at a special event.

## **III. CRITERIA FOR EVALUATION**

The criteria for evaluating and scheduling community festivals and special events are as follows:

- Presentation of event layout.
- Impact and cost of the event on public health, welfare and safety.
- Impact and cost of the event on City support services.
- Impact of the event on the environment.
- Frequency of the same or similar event(s) as well as potential conflicts with previously approved events.
- Impact on the surrounding, businesses, residences, other City events or Buford City School functions.
- Perceived benefit of event for City of Buford community.
- Likelihood of participation by City of Buford citizens.
- Previous history of event organizer in facilitating special events.
- Ability of event organizer to achieve goals set forth for special events.

## **IV. CLASSES OF SPECIAL EVENT PERMITS**

*(Estimates of number of participants to be determined by the City of Buford based on application.)*

**Class A Permit:** A Special Event which is expected to draw an approximate number of spectators and participants that is between 2,001 and 5,000 persons within a consecutive 24 hour time period.

**Class B Permit:** A Special Event which is expected to draw an approximate number of spectators and participants that is 2,000 persons or less within a consecutive 24 hour time period.

**Class C Permit:** Rental of Buford Youth Sports Complex requires approval by the Buford City Commission. See Exhibit “A” for additional requirements, policies and procedures.

**V. APPLICATION PROCESS**

The City of Buford Events Coordinator must receive a completed special events application, event layout, and all fees no less than **45 days** for the respective classes of permits and no more than 12 months prior to the proposed event. Applications should be mailed or delivered to:

Events Coordinator, City of Buford, 2300 Buford Hwy, Buford, Georgia 30518.

**A. Fees.** **\$25 Event Application Processing Fee; non-refundable;** to be submitted with all applications.\*\* Additional Fees and Deposits below due with event application.

**EVENT FEES/REQUIREMENTS\*\***

	PER EVENT DAY	REFUNDABLE FEES	INSURANCE REQUIREMENTS
Class	Permit Fees *	Property/Sanitation Deposits	Combined single-limit per occurrence
Class A	\$200	\$500	\$500,000
Class B	\$100	\$300	\$500,000
Class C Buford Youth Sports Complex	See Exhibit "A" for additional requirements and fee schedule	\$200.00	N/A
Food Vendor	\$25		

*Estimates of number of participants and fees to be determined by the City of Buford based on application.*

*\* Bona fide non-profit organizations, as determined by the Buford Events Coordinator, may be eligible for a discount up to 10% or as may be approved by the City.*

*\*\*City sponsored events conducted by the local merchants association, churches and schools are exempt from event fees and insurance requirements.*

**Checks Payable to: City of Buford** (Permit fees and property deposit will be submitted on separate checks. Checks returned for insufficient funds will cancel scheduled event.)

The Processing and Permit Fees are non-refundable. The Sanitation Deposit will be returned in full provided that the property is left in appropriate order and no damage is reported. Failure to comply will result in loss of deposit, liability for repair and/or additional clean up fees as determined by the City, as well as potential denial of future applications.

City charged fees for said facilities are intended to cover wear and tear, initial supplies, water, electricity, etc. City reserves the right to obtain additional fees for other arising or unusual expenses as it deems necessary as well as potential denial of future applications. The City’s decision on any loss of deposit shall be final.

## ***B. Ticketed Events***

For all ticketed events, a Ticket Event Fee shall be paid to the City of Buford for each ticket sold. Said fees shall be 10% of the gross amount of ticket sales exclusive of any applicable taxes (ex. 500 tickets sold at \$5.00 per ticket equals \$2,500.00 gross sales. The City is due a Ticket Event Fee of \$250.00).

Ticketed events/gate entry fees at Buford Youth Sports Complex are not subject to the 10% provision.

For Ticketed Events, a performance bond, or other surety acceptable to the City (except events at Buford Youth Sports Complex), shall be posted with the City a minimum of **30** days prior to the event. Said surety shall cover 10% of the anticipated ticket sales as outlined herein. Within 15 days of the end of the Special Event, the Event Organizer shall pay to the City 10% of ticket price exclusive of taxes and is due the City upon completion of Special Event. The City reserves the right to conduct an audit of applicant's revenue in order to verify amount to be paid to City.

## ***C. City Staff***

The City reserves the right to determine necessary staff requirements. Support of City staff (i.e. Marshall – security and traffic or Public Works - clean-up and set-up) beyond their normal daily routines may be obtained by **noting a request for assistance on application. Any special requests must be approved by the City.** If there is no request noted, event organizer will be responsible for obtaining necessary staff, as approved by City, to ensure proper event management and abiding by all park policies and guidelines.

## ***D. Insurance***

**All events with more than 200 in attendance and/or 4 hours in length require proof of insurance (except events at Buford Youth Sports Complex).**

A comprehensive liability insurance policy with at least five hundred thousand dollars (\$500,000) for Class A and B combined single-limit coverage per occurrence for bodily injury and property damage with an endorsement naming the City of Buford, specifically and separately, as an additional insured under the policy is required. **Do not include any specific department or person.** A certificate of insurance is to be provided to the Events Coordinator no less than **14 days** prior to the scheduled event. If an event is approved, it will be approved pending receipt of the insurance certificate. The insurance agency must be licensed to do business in the state of Georgia and have a Class B or better rating. The company providing insurance must provide at least thirty (30) days written notice of cancellation or termination, if such cancellation or termination of the policy is to occur prior to the indicated expiration date on the face of the certificate. In the event of any changes or cancellation in the policy, the City of Buford must be notified by certified mail.

## ***E. Sanitation***

It is organizer's responsibility to make arrangements with the City for additional trash receptacles. Plastic trash can liners will be placed in all existing trash cans prior to the event. It is the event organizer's responsibility to ensure trash is deposited into appropriate trash receptacles during and following the event. It is the organizer's responsibility to ensure the park is free of debris and presentable at the conclusion of the event.

If the size of the event warrants additional receptacles, the Public Works department will review the request and the organizer will be contacted, if necessary. It will be the event organizer's responsibility to make all arrangements and pay any fees applicable for any additional equipment or services.

**See Buford Youth Sports Complex policies and procedures for garbage requirements.**

**The City may, at the request of the Event Organizer, provide predetermined garbage service on regular intervals.** However, it remains the organizer's responsibility to ensure trash is deposited in the appropriate trash receptacles and the park is free of debris and presentable at the conclusion of the event. Dumpster locations shall be approved or determined by the City.

#### ***F. Restroom Facilities***

One toilet per 200 persons is to be the ratio to determine the number needed. In compliance with the Americans with Disabilities Act, at least one portable toilet is to be handicap accessible. It is the event organizer's responsibility to make all arrangements (drop-off and pick-up). The Event Organizer shall use his/her best estimates in making this determination. The City reserves the right to require additional facilities.

**Buford Youth Sports Complex includes restroom facilities and no additional arrangements required.**

#### ***H. Electricity***

Specific requirements for the use of electricity must be submitted to the City with the event description. Electricity is not available without permission from the City. For projects that utilize large amounts of electricity, the City withholds the right to require additional payment for electricity used at event based on electric meter readings taken prior to and following each event.

#### ***I. Release and Indemnity***

Each applicant must execute the attached release and indemnity agreement. Applicants must demonstrate that they are either personally or organizationally responsible for liability; will guarantee orderly behavior/will underwrite any damage due to use of the premises. Liability is assumed by the applicant in regard to any personal or property damage rising out of activities of the applicant.

#### ***J. Sound System – Buford Youth Sports Complex***

Stadium sound system provided at Buford Youth Sports Complex.

#### ***K. Sound System***

Sound system equipment is not provided. The Events Coordinator must be notified in writing of any intended use of a sound system during the event. Sound System requirements, i.e. electrical requirements, outlets, etc., should be provided on event application. All concerts must conclude by 10 p.m. EST.

#### ***L. Alcohol***

Alcohol sale and consumption is prohibited at events.

### ***M. Parking***

Participants must adhere to all parking regulations. Event Organizer must secure additional parking for larger events as well as transportation/shuttle routes for off-site parking, both of which must be approved by the City of Buford. Event organizer may not charge for parking in public spaces. All printed publicity must include a diagram indicating available parking.

### ***N. Event Equipment and Layout-final preparations***

Tables, chairs, stages, tents and other set-up equipment are permitted in the park with prior written approval. A layout of the event area, including locations of all tables, chairs, tents, stages, vendor set-up, portable restrooms, road closures, parking plans, and other equipment must be submitted with the application/presentation. Approval will be given prior to the event. Tables and chairs will not be provided by the City of Buford. A final layout must be submitted 14 days prior to the event.

### ***O. Security and Fire Safety Plan***

If, in the opinion of the City, event attendance exceeds the means of the City to provide adequate security, the City will require the Event Organizer to provide additional security personnel.

Applications will be submitted to the Gwinnett County Fire Department when the City deems necessary. When a fire official determines that the gathering of persons will impact the provision of fire safety services, a plan for the provision of safety services will be prescribed by the Gwinnett County Fire Department. Applicants will be required to include any additional information required by the Gwinnett County Fire Department, including but not limited to, a layout of the event area including road closures, parking plans, vendor set-up (particularly food concessions), and, the need for law enforcement, fire and emergency medical services.

### ***P. Food Sales***

Any intention to sell food must be indicated in the application/presentation. All food vendors must have an individual *Event Food Vendor permit*. Event Food Vendor permit will be issued by the City of Buford Planning Director or his/her designee. All food service permits must be approved by the City **14 days** prior to the event date. All vending equipment will be organized in a manner that provides for patron safety and clear pedestrian access in compliance with the Americans with Disabilities Act for the duration of the event. No vendors will be allowed to use grease in the park unless they are in a self-contained cooking trailer or container. Any vendor using grease in a self-contained trailer or container will need approval from the City, including any Health Department approvals, **14 days** prior to the event date. It is the responsibility of the event organizer to contact the Health Department and obtain any necessary permits. Additional vendor requirements, if any, will be issued upon event approval.

### ***Q. Concessions at Buford Youth Sports Complex***

Renter may request concession be provided by the City of Buford. Concession use is granted at the sole discretion of the City. All proceeds shall be retained by the City of Buford.

***R. Alterations to Parks***

Alterations to park facilities including the attachment or installation of decorations and displays are prohibited unless written permission has been received from the City. Construction and installation of special service facilities must be approved in writing prior to the event. Damage to any structure or plant material will be billed to the organization at replacement cost plus labor. The City withholds the right to regulate placement and method of placement of items or structures in any City park. Any tents erected in the park must be secured with a weight system or should be 18” or less in depth and shall not be installed as an obstruction or impediment on asphalt or concrete or anchored in the asphalt or concrete.

***S. City Ordinances and Park Rules***

All applicants must adhere to all City Ordinances and posted Park Rules, with exception to any items extended by written permission only.

***T. Assignment***

The applicant/user shall be prohibited from assigning any rights under this agreement or use of the premises to any other party.

***U. Discrimination***

The applying organization, association, or entity shall not discriminate or advocate discrimination on account of race, color, religion, creed, national origin, age, gender, or disability.

**VI. REVOCATION OF PERMIT**

The City shall have the authority to revoke any permit upon violation of the conditions set forth herein and/or where staging of the event would have an immediate and adverse effect on the welfare and safety of persons or property. The City Manager or his or her designee shall have the authority to close any event immediately upon violation of conditions set forth herein or to preserve safety of persons or property.

**VII. PARADES/OTHER PERMITS**

This application is for Special Events in City of Buford public parks, public areas or Buford Youth Sports Complex facilities. Any organizer interested in parades, road races or any event not solely or completely in a park or public area must contact the Events Coordinator.

**VIII. MODIFICATION OF POLICIES**

The Buford City Commission reserves the right to waive, modify, and/or amend said Policies, partially or in its entirety, at any time solely at the City’s discretion. This may occur by formal written action of the City Manager or City Commission.

# CITY OF BUFORD APPLICATION FOR EVENT PERMIT

Complete the following application, provide event layout, and return to, Rhonda Cunningham, City of Buford, 2300 Buford Hwy, Buford, GA 30518, no less than 45 days prior to the event. Please submit the processing and event fees with this application. **All events with more than 200 in attendance and/or over 4 hours in length require proof of insurance (except Buford Youth Sports Complex).** For more information, call 770-945-6761 or email Rhonda Cunningham at rcunningham@cityofbuford.com. Additional park requirements will be distributed with event approval.

Application Date: \_\_\_\_\_

Application for which park/area: Amphitheatre  City Square  Buford Youth Sports Complex  Other

If Buford Youth Sports Complex, select field(s): Field A (Game Field) \_\_\_\_\_ Field B \_\_\_\_\_ Field C \_\_\_\_\_

Name of Event: \_\_\_\_\_ Actual Date of Event: \_\_\_\_\_

Type of Event: Run \_\_\_\_\_ Walk \_\_\_\_\_ Performance \_\_\_\_\_ Festival \_\_\_\_\_ Other (Specify) \_\_\_\_\_

**NOTE: ALCOHOL IS PROHIBITED AT CITY EVENTS.**

Set-Up Time: \_\_\_\_\_ A.M. or P.M. Date: \_\_\_\_\_

Tear-down Time: \_\_\_\_\_ A.M. or P.M. Date: \_\_\_\_\_

**Actual Start Time of the Event:** \_\_\_\_\_ A.M. or P.M.

**Actual End Time of the Event:** \_\_\_\_\_ A.M. or P.M.

Total Event Hours: \_\_\_\_\_

These times are used to estimate City Services and should be accurate at application submittal. Changes to these times will require approval from the City Event Coordinator.

**CALCULATION OF FEES BUFORD YOUTH SPORTS COMPLEX (minimum 2 1/2 hours per game):**

Event Application Processing Fee =	\$	25.00
Synthetic Field without light usage Fee - \$100.00 per hour x _____ total field time hours =	\$	_____
Synthetic Field with light usage Fee - \$125.00 per hour x _____ total field time hours with light usage =	\$	_____
Attendant Fee - \$25.00 per hour x _____ total event hours =	\$	_____
Deposit =	\$	200.00

**TOTAL FEES DUE** \$ \_\_\_\_\_

Starting Location of Event: \_\_\_\_\_

Ending Location of Event: \_\_\_\_\_

Estimated Number of Attendees: \_\_\_\_\_

Estimated Number of Toilets (per 200 attendees; toilets provided at Buford Youth Sports Complex): \_\_\_\_\_

Estimated Number of Vendors: \_\_\_\_\_

Estimated Number of Performers: \_\_\_\_\_

Estimated Number of Vehicles: \_\_\_\_\_

Name of this event you would like listed on our website (if applicable): \_\_\_\_\_

Contact information (phone or email address for our website for people to call for more information): \_\_\_\_\_

If no additional information is provided, event name and primary phone number of organizer will be used.

**Person/ Organization Making Application:**

Name: \_\_\_\_\_ Primary Phone: \_\_\_\_\_

Occupation: \_\_\_\_\_ Secondary Phone: \_\_\_\_\_

Business Address: \_\_\_\_\_ Fax #: \_\_\_\_\_

\_\_\_\_\_ E-Mail: \_\_\_\_\_

Residence Address: \_\_\_\_\_

**Event Organizer (Must be an individual that is responsible for the event):**

Name: \_\_\_\_\_ Primary Phone: \_\_\_\_\_

Occupation: \_\_\_\_\_ Secondary Phone: \_\_\_\_\_

Business Address: \_\_\_\_\_ Fax #: \_\_\_\_\_

\_\_\_\_\_ E-Mail: \_\_\_\_\_

Residence Address: \_\_\_\_\_

**Name of Organization:** \_\_\_\_\_ Non-Profit? Yes \_\_\_\_ No \_\_\_\_

If yes, please provide Tax ID# \_\_\_\_\_

Is proposed event to be held by, or on behalf of, or for any person other than applicant? Yes \_\_\_\_ No \_\_\_\_

Describe the event and State the Purpose or Objective of the Proposed Event (Attach additional sheets as needed):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What Street Closures are needed? ANY STATE OR COUNTY ROUTES REQUIRE APPROPRIATE DOT APPROVAL  
(Please attach a drawing or map of area.)

\_\_\_\_\_  
\_\_\_\_\_

Proposed Route or Layout of event: (Please attach a drawing or map of area.)

\_\_\_\_\_  
\_\_\_\_\_

Describe the Event Equipment included in Layout (tents, tables, chairs, stages, etc.):  
(Note: The City does not provide equipment.)

\_\_\_\_\_  
\_\_\_\_\_

Electricity Required: Yes \_\_\_\_ No \_\_\_\_ Do you plan to use amplified sound? Yes \_\_\_\_ No \_\_\_\_

Please detail sound system requirements: \_\_\_\_\_

Food Sales: Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, each vendor must complete Event Food Vendor Permit (other than Buford Youth Sports Complex).

I request that concessions be provided by the City of Buford: Yes \_\_\_\_ No \_\_\_\_ (See Exhibit "A" for any additional requirements)

Vending/Souvenirs at Buford Youth Sports Complex: Yes \_\_\_\_ No \_\_\_\_ If yes, explain: \_\_\_\_\_

Special Sanitation Request: Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please detail sanitation requirements: \_\_\_\_\_

I have carefully read and will abide by the foregoing Application and Policies and swear that statements I made therein are true and correct to the best of my knowledge and belief. ***(Signature is required before approval will be granted.)***

\_\_\_\_\_  
Signature of Person Making Application

\_\_\_\_\_  
Date

**For City Use only**

ALL SIGNATURES REQUIRED FOR APPROVAL

Date Rec'd. \_\_\_\_\_

\_\_\_\_\_  
Events Coordinator

- City Sponsored Event
- Approved
- Denied
- Approved with conditions

Approval/Denial Conditions: \_\_\_\_\_

- \_\_\_\_\_ Application For Event Permit and All Fees - 45 days prior to the event
- \_\_\_\_\_ Signed Release and Indemnity
- \_\_\_\_\_ Permit and Property Deposit fees **must** be separate checks and payable to City of Buford
- \_\_\_\_\_ Copy of Certificate of Insurance, if applicable - 14 days prior to the event
- \_\_\_\_\_ Copy of final layout of event - 14 days prior to the event
- \_\_\_\_\_ Food service permit - approved 14 days prior to the event
- \_\_\_\_\_ Grease container approval by Health Dept. & City Inspector - 14 days prior to the event

**CALCULATION OF FEES:**

Event Application Processing Fee -	\$	25.00
Synthetic Field without light usage Fee - \$100.00 per hour x _____ total field time hours =	\$	_____
Synthetic Field with light usage Fee - \$125.00 per hour x _____ total field time hours with light usage =	\$	_____
Attendant Fee - \$25.00 per hour x _____ total event hours =	\$	_____
Deposit -	\$	200.00
<b>TOTAL FEES DUE</b>	\$	_____

ALL SIGNATURES REQUIRED FOR APPROVAL

Date Rec'd. \_\_\_\_\_

\_\_\_\_\_  
City Marshal

- Approved
- Denied
- Approved with conditions

Approval/Denial Conditions: \_\_\_\_\_

ALL SIGNATURES REQUIRED FOR APPROVAL

Date Rec'd. \_\_\_\_\_

\_\_\_\_\_  
Public Works

- Approved
- Denied
- Approved with conditions

Approval/Denial Conditions: \_\_\_\_\_

ALL SIGNATURES REQUIRED FOR APPROVAL

Date Rec'd. \_\_\_\_\_

\_\_\_\_\_  
City Manager

- Approved
- Denied
- Approved with conditions

Approval/Denial Conditions: \_\_\_\_\_

**Exhibit "A"**  
**BUFORD YOUTH SPORTS COMPLEX POLICIES AND PROCEDURES**  
**FIELDS A (Game Field), B and C**  
**(Game Field Rental includes use of B and C as warm-up areas only)**

Renter agrees to all of the following:

1. The use of the facilities shall occur within rental hours.
2. The Renter agrees to abide by the regulations for the facility as provided in the City of Buford Application for Special Events and understands that the violation of any of these regulations may cause the Renter to lose the use rights hereunder at the sole discretion of the City Manager.
3. The Renter agrees that no persons shall be denied participation in any park or programs based upon race, color, national origin, religious background, sex, or age and that The Renter shall be in compliance with those aspects of the Americans with Disability Act.
4. The Renter shall conduct their youth activities in said facility with sufficient adult supervision for all scheduled activities while any participating children are still present.
5. The Renter is responsible for any damage incurred to the facilities during The Renter's scheduled activities. Any damage during an event may result in the revocation of the permit during the event or denial of permits for future events at the sole discretion of the City Manager.
6. The Renter is responsible for the actions and conduct of all spectators, parents, coaches and participants attending The Renter's scheduled event.
7. The Renter has no rights of assignment of said agreement.
8. **FEE SCHEDULE:**

**Fees - \$25.00 Event Application Processing Fee; non-refundable.**

**Synthetic Field - \$100.00 per hour per field without light usage; \$125.00 per hour per field with light usage. (Lighted field time charges as determined by the City)**

**Attendant Fee - \$25.00 per hour.**

**Deposit - \$200.00 refundable with no damages or violation of any rules**

**\*Minimum 2 hour rental.**

9. **CONCESSIONS:**  
Renter may request concession be provided by the City of Buford. Concession use is granted at the sole discretion of the City. All proceeds shall be retained by the City of Buford.
10. **PAYMENT:**
  - (a) One hundred percent (100%) of the Rental Fee and Deposit is required at the signing of this Rental Contract.
  - (b) All checks should be made payable to City of Buford.
  - (c) VISA and MasterCard accepted.
11. **CANCELLATION:** - a notice of cancellation must be received no later than fifteen (15) working days prior to the event to receive a partial refund.  
**WEATHER:** - Rescheduling of event due to inclement weather at the sole discretion of the City.
12. The person who signs this contract will be held responsible for the rental and must be present from start time to ending time.
13. If present, any City of Buford staff has the authority to cancel the rental event at any time for any reason deemed necessary including any rental guest(s) or invitee displaying improper conduct. (Improper conduct shall include, but not be limited to, the presence of alcohol, apparent intoxication, intimidation, abusive or threatening language, physical violence & lewd behavior).
14. All garbage must be removed from and disposed in receptacles by the renter. Failure to leave facility free of garbage may result in a forfeiture of your deposit.
15. Smoking and alcoholic beverages are prohibited at Buford Youth Sports Complex.
16. Rental events for youth activities must have adult supervision.
17. No person shall bring any unauthorized equipment (i.e. bicycles, skateboards, rollerblades, cleats, etc.) onto the fields or spectator areas.
18. The Renter, hereby agrees to indemnify and hold harmless the City of Buford, Georgia its agents, public officials, officers, employees and authorized volunteers, from and against any and all legal actions, including but not limited to claims of personal or bodily injury, disease or death, or injury to or destruction of property, excluding claims caused by the willful commission or omission by the employees of the City of Buford acting within the scope of their employment.
19. Due to safety concerns, stains and clean-up problems, throwing confetti is **NOT** allowed.

**City of Buford Special Events Policy**  
**Buford Youth Sports Complex Policies and Procedures**

**Suitability:** Renter acknowledges and agrees that Renter is encouraged to examine and inspect Buford Youth Sports Complex to assess its condition, suitability and fitness for Renter's permitted. Accordingly, Renter acknowledges and agrees **that THE CITY MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF SUITABILITY OF FITNESS OF THE CITY OF BUFORD PARKS AND RECREATION DEPARTMENT FOR ANY PARTICULAR USE, PURPOSE, OR FUNCTION.** The right to use the Designated Facility granted hereby is expressly granted on an "AS-IS" and "WHERE-IS" basis only. Renter further acknowledges that the relationship between the parties is not that between a "landlord and tenant" as contemplated under Georgia law.

The consideration and approved rental of said facility is at the sole discretion of the City and/or the Buford City Commission.

I have read and understand the rules regarding Facility Usage and verify to the best of my knowledge that all information on this contract is correct. As the Reader, I understand that failure to comply with the above stated rules could result in the loss of any refund and/or my security and damage deposit. I understand that any City staff reserves the right to request rental guest(s) to leave or cancel the event at any time it deems to be in the best interest of the City of Buford.

\_\_\_\_\_  
Renter's Signature

\_\_\_\_\_  
Print

\_\_\_\_\_  
Address

\_\_\_\_\_  
Cell

\_\_\_\_\_  
Home

\_\_\_\_\_  
Email