



## **Moody Splash Pad Rules & Regulations**

### **Pavilion Usage Agreement Rules & Guidelines, Page 1 of 3**

- Normal hours of operations: Tuesday through Saturday 9 am to 6 pm and Sunday 1pm to 5pm.
- The Splash pad will be closed on Mondays for Maintenance, unless it is a holiday in which it will close the following Tuesday.
- Full Rental price and deposit must be paid at time of reservation. Rental cannot be held or reserved without payment. Any returned checks will result in a \$40 fee.
- Applicant/Renter will be held responsible for damage to facility.
- Applicant/Renter must be on and remain on premises at all times during rental period.
- No glitter, confetti or tinsel.
- Activities are restricted to area(s) rented.
- Children under the age of 16 must be accompanied by an adult.
- Swimsuits and/or appropriate attire must be worn at all times. Cut-offs, gym, and dress shorts are not permitted.
- Children not toilet trained must wear a swim diaper. Regular disposable or cloth diapers will not be allowed.
- No Firearms or Weapons Permitted
- Alcoholic or intoxicating substances of any kind are prohibited. The use of such substances will result in immediate expulsion and forfeiture of any and all fees. Future applications for pavilion rental used by individuals using such substances or groups associated with individuals will not be considered.
- Smoking, including Vape, and tobacco products are not permitted inside the fence or within 50 feet of the exterior of the facility.
- The potential renter is reminded that this is a publicly owned facility location on city property. Only the pavilion is being rented and it is not guaranteed that the Splash Pad will be operational during the time of rental.
- Persons with diarrhea or nausea will not be permitted on the splash pad.
- Persons with skin, eye, or respiratory infections will not be permitted on the splash pad. Persons with open lesions or wounds will not be permitted on the splash pad.
- Glass containers are prohibited anywhere on the premises.
- Food and drinks are not allowed on splash pad area.
- Personal umbrellas, coolers, and chairs are not permitted.
- Pets are not permitted inside the fenced in area. Anyone having a pet outside the fenced area is expected to clean up after their pet.
- Bicycles, scooters, and skateboards are not permitted. Amplified music is not permitted.
- Running and horseplay are not permitted on the splash pad or anywhere inside the fenced area.
- Persons must conduct themselves in a courteous, safe, and family-oriented manner. The use of profanity or abusive language, symbols or gestures may result in removal from the splash pad. Refunds will not be issued and if using a pavilion—deposit and rental fees will be forfeited.
- Athletic equipment, balls, bats, beach balls, noodles, etc. are not allowed on the splash pad.
- No electrical appliances within 6 feet of pad.
- Do not cover water fixtures or drains.
- In the event of threatening or inclement weather, the splash pad will be closed.
- Church or School groups must be scheduled through the Moody Civic Center office by calling 205-640-0321. They will be restricted to Tuesdays and Thursdays.
- Water is chlorinated and re-circulated through a filtration system.
- In order to keep our guests safe and all areas clean, the Splash Pad may close due to unforeseen circumstances such as maintenance, mechanical or operational needs. In the event of closure, Rain Checks may be issued unless it is during the last hour of operation. This offer is valid for the current season only. No refunds will be given.
- The maximum number of guests allowed on the Splash Pad is 150.
- The City of Moody reserves the right to remove participants for violating any of the above rules or engaging in illegal, disruptive, destructive, or inappropriate behavior, without refund.

**In the event of an emergency, call 911**



**Moody Splash Pad  
Pavilion Usage Agreement Rules & Guidelines, Page 2 of 3**

**The Splash Pad Pavilions are available for rental during the following operational hours:**

**Tuesday—Saturday: 9:00 AM through 6:00 PM and Sunday 1:00 PM through 5:00 PM  
(rental time includes set-up & tear-down/clean-up)**

**Rental Fees: (per pavilion) 2 Hour Minimum required**

**Tuesday – Friday**

**Resident: \$20.00 per hour      Non-resident: \$40.00 per hour**

**Saturday, Sunday & Holidays**

**Resident: \$30.00 per hour      Non-resident: \$60.00 per hour**

**Security Deposit: \$50.00—required for rentals during operational hours**

Reservations cannot be held until security deposit and full rental fee is paid.  
Pavilion and surrounding area must be left in clean, orderly condition. Trash and litter must be placed in appropriate containers. Deposit will be forfeited for areas left unclean.

**NOTE:** The Splash Pad is not a part of any rental agreement and is open to the public at all times during normal operating hours. The admission fee for the Splash Pad is \$2 per person.

**After hours event: Private party rentals are available outside of operational hours.**

**Available rental hours: 6:00 to 8:00 PM**

**Resident: \$300.00      Non-resident: \$400.00      Security Deposit: \$100.00**

Reservations cannot be held until security deposit and full rental fee is paid.

*After hour Pavilion Rental includes Splash Pad admission*

If more than 50 people in attendance, center Director may require additional staff at the cost of \$25 per employee, per hour.

**Outside Vendors or Temporary Additions are not permitted**

Any temporary additions to the inside or outside areas of the Splash Pad such as concession stands, mobile food or drink, ice cream/snow cone vehicles, tents, pony rides, temporary structures, or any other type of outside vendors will not be permitted due to damage that may be incurred to the property.

Any outside vendor will be asked to leave the premises.

**Cancellations must be submitted at least one (1) month in advance or deposit & rental fees are forfeited.**

**Returned check fee: \$40.00 (must be paid prior to rental date or rental will be forfeited)**

The City of Moody reserves the right to reject a facility reservation at any time if it believes the event or activity will interfere with other existing or planned activities. The City of Moody is the final authority concerning operating policies and procedures for all city owned facilities. The Moody Civic Center management has the management responsibility for public use of these facilities.

**I have read and understand the rules and guidelines provided to me on pages 1 and 2 of this agreement.**

**Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

*All applicants must be at least 21 years of age, have a valid ID & must be on premises during rental.*



## Moody Splash Pad Pavilion Rental & Usage Agreement, Page 3 of 3

**Today's Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

Name (please print): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone #: (        ) \_\_\_\_\_ Cell #: (        ) \_\_\_\_\_

Email: \_\_\_\_\_

Alternate contact name: \_\_\_\_\_ Phone # (        ) \_\_\_\_\_

**EVENT DATE INFORMATION:**

Event Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Estimated Attendance: \_\_\_\_\_

Day (check box): TUES:  WED:  THUR:  FRI:  SAT:  SUN:  HOLIDAY:

Start time: \_\_\_\_\_ am/pm End time: \_\_\_\_\_ am/pm Total Hours requested: \_\_\_\_\_

**Detailed description of event (Birthday party, etc.):** \_\_\_\_\_

\_\_\_\_\_

\*Pavilion rental and usage does not include admission to the Splash Pad. Splash Pad entry fees must be purchased separately.

By signing below, I agree that I have read the rules, regulations and guidelines pertaining to the rental and agree to uphold them.

I, the undersigned individual, on behalf of the above named person or organization, agrees to be entirely responsible for any and all loses, damages or other injuries to property owned by the City of Moody while my guests are on the property and will be responsible for the event concluding at the time agreed upon.

By signing below, I agree to indemnify and hold harmless the City of Moody and it's employees, agents or representatives from any and all claims arising from any accident, injury or damage whatsoever, however caused to any person or property arising of or connected with the renter's occupancy of the City of Moody Splash pad property. I do hereby fully and forever release and discharge the City of Moody, its owners, employees and agents from any and all unknown, anticipated or unanticipated resulting from or arising out of my use or intended use of the City of Splash Pad facilities and equipment. This release is also binding not only to myself, but also upon my heirs and legal representatives.

**Renter Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**For Moody Splash Pad Staff use only**

**FEES:**

Deposit: \$ \_\_\_\_\_ Total Rental Charge: \$ \_\_\_\_\_ Date of Payment: \_\_\_\_/\_\_\_\_/\_\_\_\_

Additional Staff (after hours) \_\_\_\_\_ x \$25 per hour **TOTAL DUE: \$** \_\_\_\_\_

Payment type: Check/Amount: \$ \_\_\_\_\_ Check #: \_\_\_\_\_ Cash: \$ \_\_\_\_\_

Credit Card Amount: \$ \_\_\_\_\_ Discover Visa MasterCard **Balance due: \$** \_\_\_\_\_

**Name of Pavilion Rented:** \_\_\_\_\_ **Received by:** \_\_\_\_\_

**Staff Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_