CITY OF BROWNTON PARK RENTAL AGREEMENT

Renter:	
Address:	
Ph#:	
Event Date/Use	
Start/End Time:	
# of Guest_____	Will Alcohol be served? Yes or No (circle)

$40/$50 Rental Fee recvd:	
$50.00 Deposit Received:	
$50.00 Deposit Returned:	
Date Key Issued:	
Key Issued To:	
Date Key Returned:	

The Renter must sign this Rental Agreement in the space provided below. By doing so, the Renter agrees to adhere to the following requirements, unless special arrangements have been noted by staff on this Rental Agreement, and agrees to accept the consequences for their failure to do so.

A. **Park hours.** Since Brownton City Park is located in a residential neighborhood, Renters are permitted to use the rented facilities between the hours of 8:00 a.m. to 10:00 p.m. Renters may be ejected from the facilities during the hours not permitted.

B. **Alcohol.** The Renter will be subject to ejection and prosecution for the consumption of intoxicating beverages by minors, whether it is occurring with or without the Renter's knowledge. Sale of intoxicating beverages is prohibited without a Temporary On-Sale License. Will need to provide A CERTIFICATE OF INSURANCE 7 Days Prior to event if Alcohol is provided, served and or sold in or on City Facilities. Certificate must show proof of liability and Host Liquor insurance in an amount of $500,000.00 per claim and $1,000,000.00 for multiple claims arising from the same occurrence. The City should be added as an additional insured on any such certificate, and licensee agrees to defend and indemnify the city for any claims that arise as a result of such activity or event, and agrees to hold the City harmless regarding the same.

C. **Nuisance.** The Renter is responsible for the conduct of guests during the rental period, causing a public nuisance may, at the discretion of the Police Department, be grounds for ejection from the facilities.

D. **Trash.** Trash containers will be provided; renters must ensure that all refuse is placed in these containers. City employees will dispose of trash in the containers at the end of the event.

E. **Keys.** Keys to the park facilities must be returned to City Hall the next business day immediately following the rental date. Renters shall be responsible for the cost of replacing lost or damaged keys, or re-keying the facilities. If preferred, Renters may return the key by depositing it in the drop box located in the east entrance of City Hall.

F. **Damage and deposit.** There is a $50.00 deposit required in addition to the rental fee, which shall be returned only if City staff determines that all conditions of this Rental Agreement have been met. The Renter's responsibility shall not be limited to the amount of the deposit. In the event of a violation of this Rental Agreement, the deposit may be retained to recover the administrative cost of recovering damages from the Renter, which shall be in addition to the deposit amount.

G. **Adult.** Renters must be at least eighteen years of age, and the event must be supervised by a responsible adult eighteen years of age at all times.

H. **Facilities rented.** The City park system requires a substantial annual cost, with most of the usage occurring on weekends. Most of the events for which shelters are rented also occur on weekends. So the Renter is advised that the facilities for which rental fees are paid, reserves only the park shelter. The only rest rooms for the park are located in this shelter; so all patrons must share them respectfully. If a Renter encounters a conflict they are encouraged to contact the Police Department's non-emergency number, 328-5226.

I. **Refunds.** There are no refunds in part or in whole of rental fees, whether due to inclement weather, messy facilities, or for any other reason. At times the shelter is rented for several consecutive days by different patrons, so the condition of the shelter is dependent upon how well the previous renter adheres to this Rental Agreement. If the facility has not been adequately cleaned when the Renter takes occupancy, they are encouraged to photograph the preexisting condition to assist the City in dealing with the previous renter, but unfortunately, you will be expected to leave the shelter and ground in good condition at the end of your event.

_____	_____	_____
Signature	Print Name	Date