

**VILLAGE OF HOWARD CITY
ENSLEY PARK FACILITIES RENTAL AGREEMENT**

All reservations for the park must be made in person after January 1st the year of the event.

RENTER INFORMATION:

Renter's Name (Print Name): _____

Organization: _____

Renter's Address: _____

Requested date of use: _____ for the following purpose(s): _____

Time of Use: Begin: _____ End (park closes at dusk): _____ Expected # of people: _____

PARK INFORMATION:

- Non-Refundable Rental Fee is **\$40 for property owners** of the Village of Howard City (due upon reservation)
- Non-Refundable Rental Fee is **\$80 for non-property owners** of the Village of Howard City (due upon reservation)
- Rental Fee for **public or non-profit** organizations shall be waived.
- Only the park pavilion, bathroom and grill are able to be reserved for the day. All playground equipment and open park areas are open to the public at all times.

PARK KEYS:

Keys can be picked up at the Village Office between 7:00 am - 4:30 pm Thursday or Friday 7:00 am – 11 am before the event and must be returned to the Village by 4:30 pm the Tuesday after the event. **There will be a \$10 deposit due upon key pick up which will be refunded once the keys are returned to the Village.**

RENTAL AGREEMENT:

I, the undersigned Renter, agree to all of the following:

Use of Ensley Park Pavilion(s): If the Ensley Park Pavilion (“Pavilion”) is available on the requested date and Renter’s use of the Pavilion is approved, as indicated below, Renter will observe, perform and be liable for faithful compliance with the terms of this agreement and will be responsible for all damage to the Pavilion, or to any persons or property as a result of or arising out of Renter’s use of the Pavilion. Renter agrees to be present at the park during the entire time the Pavilion is being used.

Rental Period: The rental period covered by this agreement is for one day only. The prior day cannot be used for setting up, nor is cleaning up the following day allowed.

Park Rules: The following park rules must be adhered to:

PARK CLOSSES AT DUSK

Use of alcohol or drugs is PROHIBITED

Loud music and other public nuisances are PROHIBITED

DO keep pets on a leash

DO clean up after pets

DO place litter in trash bins

DO NOT use staples or thumb tacks on tables

DO NOT nail or tack signs to trees

Damages: Renter will be personally liable for all damages incurred as a result of the use of the Pavilion, including failure to thoroughly clean the Pavilion and park premises used by Renter. Damages incurred, including the cost necessary to clean will be calculated at a rate of \$50 per hour per person required to complete the clean up. Renter agrees to promptly pay the entire balance owed within twenty (20) days of the date of the repairs.

Inspection: A village employee shall inspect the premises after the rental period, to determine if the Pavilion and park premises have been properly cleaned and vacated and if any damages have been incurred. In the event of damages or failure to adequately clean up, the costs of such damages or clean up shall be promptly invoiced to Renter.

Chaperones: If minors are present during the rental period, Renter shall provide a proper number of chaperones to be present and oversee the minors' use of the premises.

Behavior During Rental: Renter must conduct his or her function and use of the Village property in accordance with all applicable federal, state and local laws and regulations, and Renter is responsible for the conduct of all persons who enter the Pavilion during the rental period.

Release and Indemnification: Renter, for itself, its heirs and assigns, hereby releases the Village of Howard City and its council persons, officers, agents, directors and employees (collectively referred to as the "Releasees") from any and all claims, demands, damages and liability due to death, injury or property damage arising out of or in any way related to Renter's use of the facilities. Further, Renter agrees to defend, indemnify and hold the Releasees harmless from any and all claims or causes of action asserted against Releasees arising out of or in any way related to Renter's use of the facilities.

I accept and hereby agree to the foregoing conditions.

DATE: _____ RENTERS SIGNATURE : _____

PHONE NUMBER: _____

The rental agreement for the foregoing requested date is hereby accepted and approved.

DATE: _____ VILLAGE OF HOWARD CITY

By: _____

Its: _____

Key Checked out by: _____ **Date:** _____

Key Returned (yes/no): _____ **Date:** _____