Pavilion Rental - Conditions of Use

Hereinafter referred to as **LESSEE**. The **CITY** grants to **LESSEE** permission to use the City Pavilion, "**PAVILION**", for the purpose(s) and date(s) as shown below and upon all the conditions set forth herein.

Schedule of Pavilion Fees: Non-refundable if event is cancelled within 2 weeks of reservation

- **Damage Deposit:** $50 Refundable Deposit
  - o Deposit must be paid at time of reservation to hold requested date(s)/time(s). This will be refunded within 30 days of rental date, provided there are no damages or additional cleanup required by City Staff.

- **Rental Fees and Times:**
  - o 7am – 12pm = $25
  - o 12pm – 5pm = $25
  - o 5pm – 10pm = $25

PAVILION rentals will be charged in 5-hour increments. If your reservation request occurs within two blocks of time, you will need to reserve both time blocks.

Example: A birthday party will take place from 10 am to 3pm, so you will need to reserve both the 7am-12pm and the 12pm-5pm blocks of time, for a total of $50, plus a $50 deposit.

Once the reservation has been approved by City Staff, the **LESSEE** will have 72 hours to remit final payment, or your reservation will be cancelled. If the date(s)/time(s) selected are no longer available, any monies paid by **LESSEE** will be refunded within 72 hours.

LESSEE agrees to furnish everything necessary to said event not hereinafter agreed to be furnished by the **CITY** and agrees to pay **CITY** for use of said space upon execution of this agreement (prior to the event date), per the listed amounts above.

CITY agrees to pay all utility charges incurred by the facility including gas, water and electricity.

CITY assumes no responsibility whatsoever for any property placed in the **PAVILION** by the **LESSEE**.

LESSEE will pay for any damage to the **PAVILION** or its property or equipment or to the property of any person or entity resulting from the activities or use of the **PAVILION** by the **LESSEE** or **LESSEE'S** employees, agents, contractors, members, licenses, or invitees.

LESSEE will pay a $50.00 damage deposit for all events and agrees to any additional charges exceeding the $50.00 damage deposit for any damage to the **PAVILION** or its property or equipment.

LESSEE agrees to collect all garbage and place it in the proper containers. Failure to do so may lead to a penalty against the deposit.

LESSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the **CITY** against any and all claims for loss, injury, or damage to persons or property including claims of employees of **LESSEE** or any contractor or subcontractor arising out of the activities conducted by the **LESSEE**, its agents, members or guests.

LESSEE shall, for certain types of events, required to furnish satisfactory evidence of general liability insurance, including a copy of the endorsement adding the **CITY** as an additional insured.

LESSEE agrees to cause said premises to be kept clean and generally cared for during said term. *No drugs* are permitted within City parks.

Either party may terminate this agreement and all obligations hereunder at any time by giving the other party written notice of such intention. No termination of this agreement shall release the **LESSEE** from any liability that accrued prior to said termination pursuant to this paragraph.

In the event that any portion of this contract is held invalid, the remaining provisions of this contract shall remain in full force and effect.

This agreement represents the entire and complete agreement of the parties. This agreement supersedes any prior agreements, understandings, communications, or negotiations, either oral or written between the parties relating to this agreement. This agreement may not be modified except in writing and signed by both parties.

Any decision affecting any matter not herein expressly provided for shall rest solely with the discretion of the **CITY**.