



WAGNER PARK RENTAL AGREEMENT

Renters Name: _____ Daytime Phone: _____

Address: _____

Rental Date: _____		
Will Alcohol be Served? <input type="checkbox"/> Yes <input type="checkbox"/> No. If Yes, Check All that Apply. <input type="checkbox"/> Keg Beer <input type="checkbox"/> Boxed Wine		
Rental Fee Received:	Date: _____	Amount: \$ _____
Payment Type:	<input type="checkbox"/> Check # _____	<input type="checkbox"/> Cash <input type="checkbox"/> Credit Card
Damage/Key Deposit Received:	Date: _____	Amount: \$ <u>200.00</u>
Payment Type:	<input type="checkbox"/> Check # _____	<input type="checkbox"/> Cash (No Credit Card Accepted)
Date Key Issued: _____	Issued To: _____	Date Key Returned: _____
Damage/Key Deposit Returned: <input type="checkbox"/>	Date: _____	Returned To: _____

Reservations are to be contracted for by the individual who thereby accepts full responsibility. **No reservations can be made without payment.** User fee is \$107.38 (includes sales tax) for a city resident and \$161.06 (includes sales tax) for a non-resident.

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.** Renters are permitted to use the rented facilities between the hours of 6:00 a.m. to 10:00 p.m. Renters may be ejected from the facilities during the hours not permitted.
- B. **Alcohol.** No liquor is to be served or brought onto the premises, except the consumption of keg beer and/or boxed wine. 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. Absolutely no sale of intoxicating beverages is permitted. The Renter shall indemnify and hold the City harmless for any liability introduced by the consumption of alcoholic beverages upon city property during the rental period.
In order for a renter to serve keg beer and/or boxed wine at the event, the renter must provide the City with a Certificate of Liability Insurance from their insurance company affirming they have liability coverage for the event. This Certificate of Insurance must be submitted prior to the date of the event. If no Certificate of Liability Insurance is received from the renter, no keg beer and/or boxed wine can be served at the event.
- 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. **Parking.** Parking is permitted on-street or in designated areas only. Overnight parking in parks is prohibited.
- E. **Trash & Recyclables.** Trash and recyclable containers will be provided; renters must ensure that all refuse and recyclables are removed from the pavilion and placed in these containers. (Renter shall provide trash can liners.)
- F. **Facilities.** The Renter shall provide all dishes, serving utensils, silverware, linens, towels, etc. The City will supply toilet paper and paper towels. Absolutely no chairs, tables, etc., may be removed from the park shelter. It is the Renter's responsibility to see that everything is clean, all appliances wiped off, counter tops cleaned, and that all lights and doors are locked when you leave.
- G. **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, Renter may return the key by depositing it in the drop box located in front of the City Hall.
- H. **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.
- I. **Facilities Rented.** The City's park system requires a substantial annual cost, with most of the usage occurring on weekends. Most of the events for which the shelter is rented also occur on weekends. So the Renter is advised that the facilities for which rental fees are paid, reserves only the park shelter.
- J. **Refund.** There are no refunds in part or in whole of rental fees, whether due to inclement weather, messy facilities, or for any other reason.

The renter agrees to defend, fully indemnify and hold harmless the City from any and all claims, demands, costs, damages, losses, actions, causes of action or judgments of whatever nature arising out of the use of the premises or any obligations arising from the Agreement, including costs, disbursements, witness fees, professional fees and attorneys' fees. The renter will be responsible for any and all clean up, costs or damage in excess of the damage deposit, including collection costs, attorneys fees and any other additional cost incurred by the City due to the failure to clean or damage including lost rental revenue. Renter agrees that in the event that any costs in excess of the damage deposit are not paid, they may be assessed against Renter's property, and Renter agrees to said assessment, waives a hearing, any irregularity in the proceedings, as well as any right of appeal.

*****IT IS THE RENTER'S RESPONSIBILITY TO PICK UP THE KEY FOR THE PARK SHELTER THE WEEK BEFORE THE EVENT IS SCHEDULED. THE KEY CAN BE PICKED UP AT CITY HALL MONDAY THROUGH FRIDAY 8:00 A.M. TO 4:30 P.M.**

Signature	Print Name	Date
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AMENITIES AVAILABLE AT WAGNER PARK

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| Tables & Chairs (to seat approximately 125) | Playground Equipment |
| Picnic Tables | Baseball Fields (2) |
| 2 Bathrooms | Basketball |
| Sink | Skate Park |
| Refrigerator | Bike Trail |
| Counters | |
| Outlets | |