PAVILION RENTAL APPLICATION AND AGREEMENT

First Applicant’s Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Second Applicant’s Name(s) (if applicable):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Group Affiliated With:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Purpose of Rental: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Requested: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |
| --- | --- | --- |
| **Please Circle Appropriate Pavilion:** City Park Pavilion |  | Soccer Park Pavilion |

This is an Agreement between the City of Atkins, Iowa and the above-named person(s) (hereinafter referred to as “Applicant”). **Said Agreement is not binding until received and approved by the City**. If more than one Applicant is named, each shall be jointly and severally responsible under this Agreement.

In consideration of their mutual promises contained herein, the Applicant and the City hereby agree as follows:

1. PERMISSION TO USE: The City of Atkins hereby gives the Applicant permission to use the facility indicated above during the requested date and time and for the stated purpose. Use of the facility for purposes other than the stated purpose shall constitute a breach of this Agreement and shall immediately cancel this Agreement. In the event such a cancellation occurs, the Applicant shall not be issued a refund of any sort. Use of the facility shall not constitute a tenancy of any kind. This Agreement is not a lease. This permission is personal to the Applicant and may not be assigned by such person(s) in whole or in part, unless agreed to in writing by the City in advance.
2. RENTAL FEES: A fee of $55.00 for the City Park Pavilion or $35.00 for the Soccer Park Pavilion per day is due and payable at the time of making this application to reserve the above-indicated facility. All fees collected will be deposited into the City’s account at the time the application is made. If an application is not approved by the City, the fee shall be refunded to the Applicant. Additional payment may be requested by the City if damages are incurred to the property while it is rented. This will be determined on a case-by-case basis. The rental fee may be refunded back to the Applicant if the reservation is cancelled more than 30 days in advance of the date of the scheduled reservation. If the Applicant cancels the reservation within 30 days or does not use the facilities at the reserved time, the City of Atkins shall not refund the rental fee, absent exceptional circumstances approved by the City.
3. PURPOSE AND RESTRICTIONS: The Applicant may not use the property for any purpose other than that described above. The Applicant agrees to abide by all rules and regulations posted and/or provided by the City of Atkins concerning parks. Beer or wine may be consumed while the facility is rented so long as the Applicant has indicated that they intend to have such beverages present. **However, all city, state, and federal laws must be obeyed.** The City of Atkins shall not assume any liability for substances brought to the facility. The City is not responsible for any underage alcohol. The Applicant shall indemnify, defend, and hold harmless the City from any claims, demands, expenses, attorney fees, and liability arising out of, related to, or stemming from the consumption of beer or wine at the facility. **No form of liquor can be used or consumed.**
4. RELEASE: The Applicant and all of its guests, invitees, and agents shall assume all risk of use. The Applicant shall indemnify, defend, and hold harmless the City from any claims, demands, expenses, attorney fees, and liability arising out of the Applicant’s use and rental of the facility. The Applicant further agrees that the City shall not be liable in any way for any matter, cause, action, or omission with respect to the pavilion and park area or the adjoining areas and grounds and that the City is hereby released and discharged from any and all liability of any kind with respect thereto. City and responsible person(s) are not partners, joint ventures, principals, agents, or otherwise related in any way.

**Please do not use staples or tack to hang decorations on the ceiling, walls, or tables.**

The City is not responsible for items left of the premises.

By signing below, I (we) the Applicant(s) acknowledge I (we) have read this application and agreement in its entirety and agree to be bound by all provisions.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

First Applicant’s Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Second Applicant’s Signature Date

Does the Applicant intend to have beer or wine present at the facility? \_\_\_\_ Yes \_\_\_\_\_ No

Approved and Accepted this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amber Bell, City Clerk