

Town of Wanatah Park Board

TOWN OF WANATAH
POST OFFICE BOX 185
WANATAH, IN 46390
(219) 733-2340

RENTAL AGREEMENT

This agreement, entered herein on the ____ day of _____, 201__ between _____ (hereafter referred to as "User") and the Town Of Wanatah, County of LaPorte, State of Indiana (hereafter referred as to the "Town"), to permit the rental by the User of WILLIAM F. HUNT PARK (hereafter referred to as the "Park") on the ____ day of _____, 201__, for the purpose of: _____.

Section 1: Binding Agreement

Any persons renting the Parks and facilities shall certify that they are at least Twenty-One (21) years of age, and as signified by their execution of this document below, hereby agrees to the all rules, regulations and conditions contained herein.

Section 2: Rental Fee and Refund:

The fee for rental of the Park property subject to this agreement shall be Seventy Five Dollars (\$75.00) plus sales tax. Said amount shall be paid in advance to the Clerk-Treasurer of the Town of Wanatah not later than thirty (30) days prior to the rental date. Thirty-day notice shall be given for cancellation of agreement of use. No refunds will be given due to inclement weather.

Section 3: Hours of Operation:

Use of the Parks and park facilities is restricted to daylight hours. No overnight parking shall be permitted on Park properties.

Section 4: Fires:

Fires are only allowed in cooking devices approved by the Park Board or its designee at the time of agreement. All fires shall be extinguished prior to the parks closing time.

Section 5: Security and Traffic Control Personnel:

Security and Traffic Control Personnel as may be deemed necessary by the Park Board shall occur at User's sole expense, with all security and traffic control personnel authorized and approved by the Park Board prior to event occurrence.

Section 6: Music and Amplified Sound:

Music and any amplified sound shall not exceed the level of seventy-five (75) decibels within one hundred and fifty (150) feet of the Park. No sound devices shall be used after Park closing time.

Section 7: Decorations and Signage:

Decorations are permitted with Park Board approval, provided installation occurs in such a manner so as not to cause marring or damage to the Park or any shelter or structure. No materials are to be nailed, stapled or tacked to any structure, rock, pole, post or tree within the Park. Any outdoor signage is

prohibited without prior approval of the Park Board.

Section 8: Alterations Expressly Prohibited Without Approval:

No alterations, construction or other changes to the Park shall be allowed without the express written approval of the Wanatah Park Board and by approval of the Wanatah Town Council. "Alteration" shall include, but not be limited to, any construction of any building, shed or shelter; erection of any signs, poles, athletic equipment or other equipment other than that which is easily removable and not intended to be permanent; erection of any bleacher, permanent seating or fences; erection or placement of any permanent flooring or walkway material, including concrete, asphalt or gravel; changes or additions to any existing Park utility service or introduction of any new Park utility service; trimming or the removal of any grass, trees or plants within the Park or the permanent introduction or removal of any animals with the Park.

Section 9: Pre Event Inspection and Post Event Clean Up: Responsibility of User:

The user acknowledges a pre event inspection and to have found the Park to be suitable and free from debris and defect. The user will also leave the Park and its facilities in a condition free from defect and free of debris, paper and garbage. Floors shall be cleaned and trash shall be removed to the street in the containers provided.

Section 10: Proof of Event Insurance:

The User shall provide, 30 days prior to the event, proof of insurance covering any claims of liability during the rental period identifying the Town of Wanatah, LaPorte County, Indiana as an additionally insured party on said policy in an amount set by the Park Board. , unless expressly waived by the Park Board. Failure to provide the proof of insurance when required shall be caused for revocation of the use and forfeiture of any and all sums deposited by the User for reservation or security deposit.

Section 11: Indemnification:

The user agrees to hold the Town of Wanatah, the Wanatah Town Council, the Wanatah Park Board, and any official, representative, agent or employee of the Town of Wanatah harmless from any damage, injury, loss or claim arising from the use of the Park and facilities and further agrees to indemnify the Town for any losses, damages or claims arising from the use of the Park and facilities and to defend the Town as to any claim, demand, suit, cause of action in any court of law, administrative hearing or before any regulatory agency or the like arising from the use of the Park and facilities .

The undersigned does hereby enter into this Agreement with the Town of Wanatah, an Indiana municipal corporation, LaPorte County, Indiana for the rental of WILLIAM F. HUNT PARK pursuant to the above referenced terms as contained herein:

All of which is agreed to this _____ day of _____, 201__.

By: _____
User

Phone: _____

Fee Accepted by:

TOWN OF WANATAH, INDIANA

Town of Wanatah Park Board

TOWN OF WANATAH
P.O. BOX 185
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Rules Governing the Use of Parks and Recreation Facilities

Section 1:

The Park is a public facility for the recreational use of the citizens of the Town of Wanatah, Indiana. No activity shall be permitted which is in violation of the Constitution of the United States of America or the Constitution of the State of Indiana; nor shall any activity be permitted which is in violation of any law, regulation or ordinance of the United States of America, the State of Indiana, the County of LaPorte County Indiana or of the Town Code of the Town of Wanatah, Indiana.

The Park Board retains the authority to deny the use of the Park and its facilities when it deems that such a use is detrimental or harmful to the health, welfare or safety of the community or when it deems that the proposed activity or use is contrary to the recreational goals of the Park Board; or places the Park and its facilities in danger of being harmed or destroyed; or when such activity would pose a danger to those utilizing the park and its facilities or to the public in general.

The Park Board reserves the right to refuse groups that are too large in number to be accommodated in an area or persons who have violated Park rules and regulations in the past.

Section 2:

Any persons renting the Parks and facilities shall certify that they are at least Twenty-One (21) years of age. The fee for rental of the Park property subject to this agreement shall be Seventy Five Dollars (\$75.00) plus Five Dollars and Twenty Five Cents (\$5.25) sales tax. Said amount shall be paid in advance to the Clerk-Treasurer of the Town of Wanatah not later than thirty (30) days prior to the rental date. Thirty-day notice shall be given for cancellation of agreement of use. No refunds will be given due to inclement weather.

Section 3:

Use of the Parks and park facilities is restricted to daylight hours.

Section 4:

No overnight parking and or camping shall be permitted on Park properties. No unauthorized motorized vehicle shall be operated on dedicated Park properties.

Section 5:

Fires are only allowed in cooking devices approved by the Park Board or its designee at the time of agreement. All fires shall be extinguished prior to the park closing time.

Section 6:

Users agree to provide, at user's sole expense, such security deemed necessary by the Park Board. The individuals retained to provide security must be authorized by the Park Board and must have the qualifications deemed necessary by the Park Board. In addition, in the event it is determined to be necessary by the Park Board, the user shall also provide personnel for traffic control at user's sole expense. All personnel and traffic control plans are subject to the approval of the Park Board, the Town Council and the Traffic Commission.

Section 7:

Music and any amplified sound is permitted provided that the sound from such activity does not exceed the level of seventy-five (75) decibels within one hundred and fifty (150) feet of the Park. No sound amplificatory devices shall be used after Park closing time.

Section 8:

No alterations, construction or other changes to the Park shall be allowed without the express written approval of the Wanatah Park Board and by approval of the Wanatah Town Council after a proper motion made and vote taken at a public meeting held at least sixty (60) days prior to commencement of any such alteration, construction or other changes. The definition of "Alteration" shall include, but not be limited to, any construction of any building, shed or shelter; erection of any signs, poles, athletic equipment or other equipment other than that which is easily removable and not intended to be permanent; erection of any bleacher, permanent seating or fences; erection or placement of any permanent flooring or walkway material, including concrete, asphalt or gravel; changes or additions to any existing Park utility service or introduction of any new Park utility service; trimming or the removal of any grass, trees or plants within the Park or the permanent introduction or removal of any animals with the Park.

Section 9:

Decorations may be allowed, provided that the decorations can be installed in such a manner so as not to cause marring or damage to the Park or any shelter or structure. No materials are to be nailed, stapled or tacked to any structure, rock, pole, post or tree within the Park. All methods of decorating must have prior approval of the Park Board. Any outdoor signage is prohibited without prior approval of the Park Board.

Section 10:

The user will acknowledge that he or she has inspected the premises to be used prior to use and to have found the same to be suitable and free from debris and defect. Please advise the Town of any defects that are discovered. At the end of the event, the user shall leave the Park and its facilities in a condition free from defect and free of debris, paper and garbage. The building(s) floors shall be cleaned and trash shall be removed to Cross Street in the containers

provided. Failure to comply may cause denial of future use of the facilities.

Section 11:

Use of the Park by organizations or individuals for profit-making functions shall be allowed, provided that said function has the prior written approval of the Park Board. User shall submit in writing a detailed proposal of the event, specifying the nature and purpose of the event, all fees and charges to be assessed, an estimate of attendance and any special arrangements, which may be necessary because of the size, and scope of the event.

Section 12:

At the discretion of the Park Board, the user shall provide the Park Board with evidence of insurance covering any claims of liability during the rental period. The user shall cause the Town of Wanatah, LaPorte County, Indiana to be listed as an additional insured on said policy in an amount set by the Town. Insurance required may include separate insurance covering events held during the course of the use when, in the opinion of the Park Board, such additional insurance is deemed necessary to safeguard the Town from potential liability. Notice of the need for such additional insurance shall be given to the user by the Park Board reasonably in advance of the rental date, if practical. Proof of insurance and the listing of the Town of Wanatah, as an additional insured shall be delivered to the Clerk-Treasurer of the Town of Wanatah not later than thirty (30) days prior to the use date. Failure to provide the proof of insurance within the time prescribed shall be caused for revocation of the use. In the event the use of the Park is revoked pursuant to this section, the Park Board may retain any sums deposited by the user for reservation or security deposit.

Section 13:

The user agrees to hold the Town of Wanatah, the Wanatah Town Council, the Wanatah Park Board, and any official, representative, agent or employee of the Town of Wanatah harmless from any damage, injury, loss or claim arising from the use of the Park and facilities and further agrees to indemnify the Town for any losses, damages or claims arising from the use of the Park and facilities and to defend the Town as to any claim, demand, suit, cause of action in any court of law, administrative hearing or before any regulatory agency or the like arising from the use of the Park and facilities .