



## PAVILION RENTAL AGREEMENT

The Hildebran Pavilion is available to rent and is ideal for small parties, showers, family events and weddings/receptions. The Pavilion is located at the Hildebran Community Park at 114 Main Ave East, Hildebran.

The Pavilion is equipped with 8 picnic tables and is 30 feet wide and 50 feet long. The Pavilion has access to a water fountain, restrooms and playground equipment.

**RENTAL CHARGES**     **The deposit and rental fees both must be paid in CASH on the day of booking in order to reserve the Pavilion.**

Deposit:                     \$100  
The deposit will be refunded, by check via mail, after an inspection of the Pavilion is found to be in the same condition as when it was originally rented.

Hourly Rental Fees:     \$10.00/hour with a 3-hour minimum  
                                   \$7.50/hour with a 3-hour minimum Active Military or Veteran (Proof Required)  
                                   \$5.00/hour with a 3-hour minimum Non-Profit  
*Rentals cannot exceed six (6) hours and must end by 8:00 p.m. during Summer Months (Apr-Sept) and 5:00 p.m. during Winter Months (Jan-Mar and Oct-Dec).*

### BOOKING

The Town of Hildebran will book your reservation once all rental charges (deposit and all fees) are paid (in CASH), the Pavilion Rental Policy is completed in its entirety, and the Pavilion Rules & Regulations form is signed and dated. All renters must provide a copy of a valid driver's license or other photo ID. In order to receive a military or veteran discount, the person in the military (or the veteran) must provide written proof of military status/service and sign the rental documents.

### CANCELLATION POLICY

Cancellations must be made at least forty-eight (48) hours before your reserved start time in order to receive a full refund of all rental charges (deposit and all fees). Cancellations made less than forty-eight (48) hours before your reserved start time shall result in a charge of \$30.00, **NO EXCEPTIONS**; said \$30.00 charge shall be taken out of your \$100 security deposit, if necessary. In case of a death in the family that occurred before your rental and required a cancellation thereof, a full refund of all rental charges (deposit and all fees) will be issued if proof can be shown of said death. In addition, a full refund of all rental charges (deposit and all fees) shall be issued if a natural disaster or snowfall prohibits the use of the facility.

Pavilion renters will be responsible for any damage or loss sustained as a result of the renter's occupancy of the Pavilion, and the \$100 security deposit shall be retained by the Town until all of said damages are paid for by the renter.

# PAVILION RENTAL POLICY

## RENTER INFORMATION

Name/Organization: \_\_\_\_\_

Address to Mail Deposit Refund: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Alternate: \_\_\_\_\_

Email: \_\_\_\_\_ Employer: \_\_\_\_\_

## EVENT INFORMATION

Event/Purpose: \_\_\_\_\_ Estimated Attendees: \_\_\_\_\_

Rental Date Requested: \_\_\_\_\_

### SUMMER HOURS (Apr-Sept)

### WINTER HOURS (Jan-Mar & Oct-Dec)

Time Block:  8:00 am – 11:00 am

8:00 am – 11:00 am

11:00 am – 2:00 pm

11:00 am – 2:00 pm

2:00 pm – 5:00 pm

2:00 pm – 5:00 pm

5:00 pm – 8:00 pm

*Rentals cannot exceed six (6) hours and must end by 8:00 p.m. during Summer Months (Apr-Sept) and 5:00 p.m. during Winter Months (Jan-Mar and Oct-Dec).*

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### ***Office Use Only***

#### **RENTAL CHARGES:**

Security Deposit: \$ \_\_\_\_\_

Rental Fee: \$ \_\_\_\_\_

TOTAL: \$ \_\_\_\_\_

Date Paid: \_\_\_\_\_

Deposit Refundable?  Yes  No

# PAVILION RULES & REGULATIONS

Please familiarize yourself with the Pavilion Rules & Regulations

- Adult supervision of all individuals during event/activity is required.
- The person responsible for the facility, as stated on the application, assumes full responsibility for all damages to the facility or to any Pavilion items during his/her contract and will be responsible for all repairs to same.
- No smoking, tobacco products or controlled substances, of any type, is allowed to be used or sold in or around the Pavilion or park property.
- No alcohol shall be allowed in or around the Pavilion or park property.
- No weapons (guns, knives, etc.) of any kind are allowed in or around the Pavilion or park property.
- No decorations or signage is to be permanently attached to walls, ceiling or floors. The use of glitter and confetti is prohibited.
- Only animals used in facilitating the needs of persons with disabilities are allowed inside the premises.
- The Pavilion cannot be rented for any event "for profit" or selling any wares or soliciting any products for private or public sale.
- No person shall use loudspeakers, public address systems or amplifiers in or around the Pavilion without written permission in advance from the Town.
- Bouncy houses, tents, water play toys or any other objects are prohibited in or around the Pavilion or park grounds.
- Fireworks, sparklers, candles or other flammable items are prohibited in or around the Pavilion and park grounds.
- Grills or other flammable cooking devices are prohibited in or around the Pavilion and park grounds.
- Renters are responsible for cleaning the tables, cleaning up any spills or debris, and putting all trash in trash cans. All trash in excess of the container provided is to be hauled off by the renter.
- Any person/group violating any of the above rules & regulations is subject to suspension from use of the facility and prosecution in the event of a law enforcement violation, as provided in the Town of Hildebran "Code of Ordinances." Failure to clean up or comply with the Pavilion Rules & Regulations may result in expulsion from the Pavilion/park and/or forfeiture of all fees and deposit.

I, the undersigned, agree to abide by all Rules & Regulations and hereby covenants and agrees that it will defend, indemnify, protect and save harmless the Landlord from the claims of all persons arising from or out of the use or occupancy of the demised premises by or under Tenant or Tenant's agents, employees, or invitees, save and except claims, arising from the negligence of Landlord or Landlord's agents, employees, invitees or Landlord's other Tenants. Tenant shall not be liable hereunder for any special, incidental or from the negligence of Landlord, Landlord's agents, employees, or invitees. Dependent upon the type of event, separate insurance coverage by the Tenant may be required. Failure to abide by any part of this Rental Agreement could result in Renter losing the privilege to rent in the future. I hereby acknowledge that I have received a copy of both the Rental Policy and the Rules & Regulations in this agreement. All keys shall be returned to Town Hall the next business day.

I, the undersigned, hereby agree to indemnify, protect and save harmless the Town of Hildebran from all claims, liability or lawsuits, including reimbursement of attorney fees in defending such claims and damage to real or personal property which arises out of, or results from the acts or omissions of the undersigned or resulting from the activities carried on by the undersigned and its employees, agents and representatives.

I have read and agree to abide by all Rules & Regulations.

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_