



## Midway City City Park Pavilion/Town Square Pavilion Rental Contract

*The Town Square and City Parks are public facilities owned, operated and administered by Midway City Municipal Corporation. The Renter agrees to respect the grounds, buildings, furnishings, and equipment.*

### RENTAL FEES

ALL PAVILIONS AT CITY PARKS <i>(pavilion only, no vendors)</i>	ALL PAVILIONS AT CITY PARKS <i>(with booths or vendors)</i>	TOWN SQUARE PAVILION RENT + \$250.00 DEPOSIT	TOWN SQUARE <i>(with booths or vendors)</i>
\$25.00 per day per pavilion	\$300.00 one-to-two days Includes Pavilion Rental	\$50.00 per day/Residents \$100.00 per day/Non-Residents	\$500.00 one to two days

### BOOKING GUIDELINES

1. Parks and pavilions are available for use on Sunday, but not available for reserved rentals. Town Square Pavilion is not available for rent or use on Sunday.
2. Space will be booked only when a completed, signed and approved application is on file, and rental fees are paid.
3. **There is a \$250.00 deposit due when renting the Town Square Pavilion. The deposit is refundable if the building is left clean, and the renter adheres to all applicable rules and regulations of this contract.**
4. Rentals are only allowed to person 21 years of age or older.
5. Midway City may terminate any rental when it is necessary for the safety and enjoyment of the public; for the protection of resources, or for violation of any rules and regulations of Midway City, or deemed necessary in the public interest. No liability will be incurred by the City, its agents or employees, by reason of such termination, and no rebates, refunds, fees, rents or deposits will be made solely because of such termination.
6. Renter shall not assign or sublease any portion of the premises, or any rights under this permit without prior approval from the City. Any such assignment or sublease shall be void and the City shall have the right to exclude any and all persons from the facility attempting to exercise any rights or privileges under such assignment.
7. Cancellations: Rental fees are 100% refundable 30 days or more prior to rental date; 25% of the rental fee will be charged for cancellations received between 29 days and 14 days prior to rental date. Changing or cancelling a date less than 14 days prior to the rental date results in complete forfeiture of any fees.
8. **If a scheduling conflict between two parties arises, the City will communicate with both parties in an effort to resolve the conflict. If the parties are unable to agree upon a solution, the first request received by the City will be given priority.**

### OTHER POLICIES

- \* **Enforcement of “No Smoking” and “No Alcohol”.** Midway City prohibits any tobacco products, alcoholic beverages or controlled substances on City property. Violations will result in immediate termination of event, and loss of any deposits.
- \* **Decoration Rules.** No decorations are to be hung from the ceiling. No tape that damages, or nails, staples, or hooks should be used in the Town Square Pavilion.
- \* **Loss, Theft, or Property Damage.** The Renter assumes liability for loss, theft and property damage or personal injury and shall be responsible for the payment of any and all damage to the area of use of the building, furnishings, fixtures or equipment, whether caused by the Renter, the Renter’s exhibitors, attendees or contractors.

- \* **Playground equipment**, decorative rocks or water features are not to be damaged, altered or moved in any way.
- \* **Properly Securing the Facility.** Renter agrees to property secure the Town Square Pavilion by making sure the windows and doors are property secured and lights turned out, including lights in the restrooms.
- \* **Children under 18 years of age.** No child should be unattended in the facility for any reason at any time whatsoever. An adult 21 years of age or older must accompany any groups or individuals under the age of 18.
- \* **No barbecuing** or cooking on the ice rink is allowed.
- \* **No vehicles** are allowed on the ice rink.
- \* **No activity** is allowed on the park strips on Main Street.
- \* **No Endorsement.** Permission to meet in the Facility in no way constitutes endorsement by Midway City of the policies or beliefs of the organization or individual(s) using the facilities. No advertisement or announcement implying such endorsement is permitted.
- \* **Music.** Amplified music in the park requires a Special Event License.
- \* **No open flames**, candles, fireworks, fires or charcoal or gas barbecues of any kind are allowed inside the pavilion.
- \* **No pets** or animals of any kind are allowed in the Parks except service animals where appropriate.
- \* The Renter agrees that should any questionable circumstance arise during the rental, the City shall be the final arbiter. The City reserves the right to stop functions that violate the terms set forth in this Contract. Under those circumstances, visitors will be asked to leave the premises, and the damage/cleaning deposit will be forfeited.
- \* Renter agrees to promptly call building maintenance at 435-671-7387 should any problem arise with the facility during the rental period. If it is found that the cause of the problem is the result of Renter's, its agents', vendors' employees' licensees', permittees', contractors' subcontractors' or invitees' conduct, Renter agrees to pay an hourly charge of twenty dollars per hour (\$20.00/hr.), with a two (2) hour minimum for maintenance services or the charges will be deducted from the damage/cleaning deposit.
- \* **Sprinkling System:** Arrangements must be made with the Public Works Department **48 hours in advance** to have the sprinkling system turned off. Call 435-671-7387 to make these arrangements. If Public Works is not contacted, regular water times will occur. The City is not responsible for any damages.

#### AFTER THE RENTAL

- \* Where applicable, all lights should be turned off and all windows closed prior to vacating the Town Square Pavilion.
- \* Event must end at 10:00 p.m.; ***any music must end at 9:00pm.*** Renter must remove all event materials and vacate facility by the end of the rental period or by 11 p.m. at the latest (unless other arrangements are made).
- \* The City will not be held responsible for any items left behind by the Renter.

