



Midway City Town Square and City Park 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 <i>RENT + \$250.00 DEPOSIT</i>	TOWN SQUARE <i>(with booths or vendors)</i>
\$300.00 one-to-two days \$25.00 per day per pavilion	\$50.00 per day/Residents Includes Pavilion Rental	\$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.
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 persons 21 years of age or older.
5. Midway City may terminate any rental when it violates the safety and enjoyment of participants or for violation of any rules and regulations of Midway City.
6. Renter shall not assign or sublease any portion of their rental.
7. **Cancellations:** Fees are 100% refundable 30 days or more prior to the rental date; 75% if cancellation is between 14-29 days; non-refundable if cancellation occurs within 14 days of the rental date.
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 may result in immediate termination of event.
- * **Decoration Rules.** No decorations are to be hung from the ceiling. No tape that damages, or nails, staples, or hooks should be used.
- * **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 properly secure the Town Square Pavilion by making sure the windows and doors are properly secured and lights turned out.

- * **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 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,
- * 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 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
- * The City will not be held responsible for any items left behind by the Renter.

