**Townsend City Park Rental Agreement**

**Rental Information**

**Date Requested**:

**Type of Activity**:

**Rental Time**: am / pm to am/pm

**Estimated attendance**:

**Applicant Information: must be 21 yrs. or older**

 **Name**:

 **Address**: **City/Zip**:

 **Phone**: **Email**:

 **Driver’s License:**

***\*\*\*I have received a copy of the rental policies and procedures and agree to the conditions listed. \*\*\****

 Signature of Applicant:

Date:

**Townsend City Park Rental Policies**

* All items that have been brought in by the renter, or contracted services for the function, must be removed from the park by the end of the rental time. Neither the City of Townsend, nor their employees can be held responsible for any item left at the park by either the renter or persons/companies providing the service and/or equipment for the rental party. Items for functions cannot be stored overnight.
* Rentals are permitted daily from 9 am-9 pm.
* Renters will put all trash into cans provided.
* Renters will leave the park pavilion, restrooms, and park area clean and free of debris.
* Renters are responsible for any damages to park area and buildings.
* Park area will be inspected after each event to ensure compliance of the rental policies.

**Townsend Community Center Rental Policies**

In the event that you and/or your guests are unable to adhere to the above stated guidelines, you will be charged additional rental fee and/or asked to vacate the premises by the facility staff and/or the City of Townsend Police Department. By signing below, the applicant acknowledges that he/she is responsible for ensuring that all guests adhere to the above rules and will provide payment for the use of the facility by the assigned date.

The undersigned hereby assumes personal and individual liability for himself and on behalf of Applicant for any damages, willful or accidental, to the facility or equipment occurring through or during the occupancy or use of the facility by the Applicant. The undersigned will leave the facility in a condition as good as, or better than, originally found. The undersigned personally and individually on behalf of the applicant accepts liability for all repairs to the facility and/or repair or replacement of any equipment in the event of damage.

I/We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_agree to defend, indemnify and hold harmless the City of Townsend, its elected or appointed officials, commission members, agents, employees, and volunteers(hereby collectively referred to as “City”) from any claims, demands, suits, losses, costs or expenses including attorney fees, or any damages which may be asserted claimed or recovered against or from the City of Townsend by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury, or death arises out of or is incident to or in any way connected with the performance of this contract. By entering this

agreement, the City does not waive any defenses it would otherwise have, including but not limited to, governmental immunity.

 **Signature of Applicant**: **Date:**