

**CITY OF WAYNE  
PAVILION/PARK RENTAL AGREEMENT**

RESPONSIBLE PARTY

Name of Individual Responsible for Rental Agreement*:
Street Address, City, State, Zip
Contact No:
Email Address:

***\*Individual must be at least 21 years of age and the person executing this Agreement.***

FACILITY AND USE

Rental Period:	From 10:00am till dusk during Rental Period
Purpose of Use:	
Facility Requested**:  <input type="checkbox"/> Pavilion at Angelo Demario Park <input type="checkbox"/> Amphitheater at Goudy Park <input type="checkbox"/> Pavilion at Avondale Park <input type="checkbox"/> Concession Area at Goudy Park <input type="checkbox"/> Pavilion at Civitan Park <input type="checkbox"/> Pavilion at Rotary II <input type="checkbox"/> Pavilion at Forest Park <input type="checkbox"/> Pavilion at Sue-Win Park <input type="checkbox"/> Pavilion at Taft Park	

***\*\*All parks with power have a limited use of 120 volts and 20 amps***

FACILITY RENTAL FEES\*\*\*

Facility	Resident Rate:	Non-Resident Rate:
Attwood Park – Contact Hype Rec 734-721-7400		
Goudy Park / Amphitheater	\$75.00 per day M-Thur \$110.00 per day Fri-Sun 10:00am till dusk	\$100.00 per day M-Thur \$125.00 per day Fri-Sun 10:00am till dusk
Angelo Demario Park Avondale Park Civitan Park Forest Park Rotary II Sue-Win Park Taft Park	\$75.00 per day 10:00am till dusk	\$100.00 per day 10:00am till dusk
Concession Area at Goudy Park	\$25.00 per day/ 10:00am till dusk	\$35.00 per day/ 10:00am till dusk
Alcohol Permit	\$25.00	\$35.00

***\*\*\*Rental fees are for the use of the pavilion and picnic tables located at the Facility.***

This Rental Agreement (the "Agreement") is entered into on \_\_\_\_\_, 20\_\_\_\_, between the Responsible Party and the City of Wayne, a Michigan municipal corporation, whose address is 3355 S. Wayne Road, Wayne, Michigan 48184 (the "City"). The City and Responsible Party shall collectively be referred to as the "Parties".

In consideration of the fees paid and covenants hereinafter contained, the City agrees to grant and does hereby grant to the Responsible Party the right to use the Facility during the Rental Period, upon the following terms and conditions.

### RENTAL RULES AND REGULATIONS

Responsible Party and his/her guests shall comply with the following rules and regulations:

1. Based on availability, the Facility may be rented from **April through November 10:00am till Dusk**
2. The City shall retain the right to refuse entry or dismiss from the Facility anyone not in compliance with federal, state and local laws or the rules and regulations defined herein. If the Responsible Party or his/her guests fail to adhere to the rules set forth in this Agreement, the City through its representative reserves the right to disband the event.
3. Responsible Party is responsible for the set up of his/her own equipment, tables, chairs, etc. and are responsible for returning the City's equipment to its original position at the end of the Rental Period.
4. The Responsible Party is responsible for damages and losses occurred during the Rental Period of the Facility.
5. The Responsible Party and his/her guests shall not possess, distribute, or sell any alcoholic beverages at, near or in the Facility or surrounding park without first obtaining an alcohol permit from the City. The Responsible Party shall insure that any use of alcohol at the Facility complies with all local and state laws, rules and regulations regarding the same during the Rental Period.
6. Alcoholic beverages, Drugs, or non-prescribed medication will not be allowed in any city park.
7. No thumbtacks push pins, staplers, nails or adhesives of any kind may be used to affix anything to the posts or floors of the Facility or any structure within the park area.
8. Glitter, confetti or other similar substances may not be used at or near the Facility.
9. Parking will be confined to designated parking area only.
10. Band or DJ music may not exceed "acceptable" noise level; City representative in their sole discretion may determine an acceptable noise level. The City may control noise level if necessary.
11. Light fixtures, plumbing fixtures, etc. are never to be removed or tampered with.
12. No person under the age of 18 may be left unsupervised in the Facility. Adult supervision is required at all times.
13. Responsible Party is responsible for bringing in and removing all personal items during the Rental Period. Any items left behind will be discarded.
14. All trash items must be bagged and tied closed and placed in the trash cans by Responsible Party before the end of the Rental Period.
15. Activities allowed are limited to family oriented events. No adult entertainment, bachelor or bachelorette parties are permitted.
16. Any damage to the Facility or surrounding park area during the Rental Period, including any picnic tables that are not deemed by the City to be a "normal wear" damage item will be charged to the Responsible Party at replacement cost. If Responsible Party notices any damage before or during the Rental Period, Responsible Party must bring it to the City representative's attention immediately.
17. Any and all damage to the Facility during Rental Period will be the responsibility of the Responsible Party.
18. Responsible Party shall pay any additional charges for cleaning or maintenance that is required as a result of Responsible Party and/or his/her guest's negligence or misuse of the Facility or surrounding park area.

19. Responsible Party and his/her guests shall abide by all local, state and federal ordinances, laws and statutes. Violations will include prosecution and prevention of future use of City facilities.
20. Upon the breach of any term, covenant, or condition of this Agreement, the City may terminate the Contract with the same force and effect as if the original Rental Period had come to an end.

CANCELLATION POLICY

Facility Rental Fees are fully refundable if Responsible Party cancels the Rental Period by notifying the City more than thirty (30) days prior to Rental Period, otherwise Rental Fees are non-refundable.

ASSUMPTION OF RISK AND RELEASE OF LIABILITY

The Responsible Party assumes all responsibility for any and all risks of damage or injury that may occur while using the Facility and surrounding park area. In consideration for being able to use the Facility, the Responsible Party hereby waives, releases and discharges from any and all liability the City, its elected and appointed officials, employees, agents and volunteers for death, disability, personal injury, property damage, property theft or actions of any kind which may occur. Responsible Party agrees to release, waive, indemnify and hold harmless the City, its elected and appointed officials, employees, agents, and volunteers, from any and all liability or claims made by other individuals or entities as a result of using the Facility.

IN WITNESS WHEREOF, the Parties have executed as of the day and year first above written.

**RESPONSIBLE PARTY:**

\_\_\_\_\_  
 Signature (Responsible Party) Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_

**CITY OF WAYNE:**

\_\_\_\_\_  
 Signature (City Manager or designee) Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_

INSPECTION CHECKLIST

*This checklist is only a guideline of what the City expects from Responsible Party. The checklist is not an exclusive listing of possible damage that could occur.*

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | Trash bagged, tied closed and placed in trash can    |
| <input type="checkbox"/> | Personal items removed from Facility                 |
| <input type="checkbox"/> | Decorations removed                                  |
| <input type="checkbox"/> | Floors left without damage or debris                 |
| <input type="checkbox"/> | Posts of Facility left without damage                |
| <input type="checkbox"/> | Picnic tables left without damage                    |
| <input type="checkbox"/> | Restrooms: Toilets flushed and in good working order |
| <input type="checkbox"/> | Restrooms: Counters/sinks clean of debris            |