

## Facilities Use Agreement - Horseshoe Bend Park - Morton Building

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

Address: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Date of Event: \_\_\_\_\_

Time of Event: \_\_\_\_\_

Type of Event: \_\_\_\_\_

Expected Attendance: \_\_\_\_\_

Facilities to be Used:

Morton Building

\$175.00 x \_\_\_\_ event days = \_

Fees for the Mats and Gates @\$50 per day = \$ \_\_\_\_\_

**(If you decide to rent the Mats and Gates, a \$50.00 Fee will be charged to you organization)**

**If You Choose to Have the Heat On - Fee for Heating the Morton Building is \$50.00 Per Day \$ \_\_\_\_\_**

Additional Fees: \_\_\_\_\_

\$300.00 - Security Deposit for Use of Morton Bldg./Reimbursed After Inspection of Facility \$ \_\_\_\_\_

Total Fees Associated with Use of Facilities = \$ \_\_\_\_\_

Deposit : A *security* deposit in the amount of **\$300.00** is due along with a deposit of \_\_\_\_\_ (*half the total fees*) to hold the building for the requested date/s; otherwise the event date/s cannot be guaranteed. Upon completion of the event, and, after a detailed inspection of the premises by the Kingwood Township Parks and Recreation Commission (or designee), the security deposit will be refunded within thirty (30) days, except that any damage, alteration to the premises, excessive waste, failure to properly clean the facilities, or missing items as to the facilities will result in the forfeiture of all, or some, of the security deposit as well as forfeiture of any additional dates and times for using the park in the future if the damages are not covered. This includes any damage incurred by any individuals or companies working for the applicant, i.e. caterers, entertainers, etc. Should said damage result in costs to the Township to remedy such damage greater than the security deposit, the remaining cost is due to the Kingwood Township within thirty (30) days of notification. User will be notified within 48 hours of the completion of the event.

The deposit of \$ \_\_\_\_\_ is due, along with a signed copy of this contract on \_\_\_\_\_

The remaining fee of \$ \_\_\_\_\_ (subject to change based on alteration of event) is due on or before \_\_\_\_\_

**\*\*Should the remaining fee not be remitted by the date of the event, the security fee will be forfeited\*\***

The undersigned does hereby agree to all the terms and conditions contained within this Facilities Use Agreement and the Horseshoe Bend Park - Morton Building Facilities Use Agreement Rules and Regulations in regards to the rental of the Kingwood Township, Horseshoe Bend Park - Morton Building.

User Name: \_\_\_\_\_ User

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

Kingwood Township Parks and Recreation Commission (or designee)

Approval: \_\_\_\_\_

## **Horseshoe Bend Park - Morton Building Facilities Use Agreement Rules and Regulations**

**Use and Access:** The agreement grants the User the use of the authorized premises ONLY, during the time indicated. Should the User require additional access, for set up, break down, or drop off of any items required for the event, approval will be required by the Kingwood Township Parks and Recreation Commission (or designee), and will be coordinated with same.

**Food:** If the activity proposed will involve the cooking of food on-site or the use of a food vendor, the User must get a ***Permit to Operate a Temporary Food Concession*** from Kingwood Township.

**Decorations:** Any decorations requiring the use of a ladder to install/display will be erected by the Kingwood Township Parks and Recreation Commission (or designee). The ONLY adherence to surfaces of the building will be with scotch tape or non-permanent poster tape. No packing tape, duct tape, permanent poster tape, tacks, nails, pins, or glues may be used. All decorations must be removed at the completion of the event. Any damage caused by décor may result in forfeiture of the security deposit, as outlined in the rental agreement.

**Vacating Premises:** All events at the Morton Building must end no later than 10:00pm. The premises are to be vacated no later than 10:00pm.

**Fire Exits:** Nothing shall be placed in a manner that blocks fire exits. The Kingwood Township Parks and Recreation Commission (or designee) reserves the right to make this judgment and to move or remove anything in danger of blocking exits.

**Supervision:** The User named in the Facilities Use Agreement is over the age of 21, and shall remain on premises throughout the course of the setup, the breakdown, and the entirety of the event. Said User is liable for any and all fees associated with the event and the conduct of guests.

**Kingwood Township Property:** The User shall not destroy, deface, damage, add, or remove any part of the Kingwood Township property. Violating this rule may result in forfeiture of the security deposit, and/or additional fees. There is NO SMOKING allowed inside the facility.

**Emergencies:** In the event of an emergency, the User shall contact a member of the Kingwood Township Parks and Recreation Commission (or designee) and/or the proper authorities.

**Liability:** Kingwood Township will not be held liable for any injury or damage to any person or property. The User will reimburse the Kingwood Township for all liability and costs associated with negligence of the User, its agents, employees, guests, invitees, and contractors. The User agrees to indemnify, defend, and hold harmless Kingwood Township against any and all claims, demands, causes of action, suits or judgments arising from, caused by or which are the alleged result of any act or omission of any organization, corporation, guest, invitee, licensee, visitor or other person present on the premises listed in order to participate in, organize, assist, enjoy, supervise or in any other way further the activity to be held on the specified permit date(s). Throughout the term of this agreement, the User shall maintain insurance for bodily injury, death, or property damage occasioned by the reason of the User's use of the Facility for the activity, which it is sponsoring with minimum limits of liability in the amount of \$1,000,000 per occurrence. Kingwood Township shall be an additional insured on this policy. A certificate evidencing such insurance shall be furnished to the Kingwood Township before the User activity can begin.

**Unusable Premises:** Should a fire or other casualty to the premises occur or an emergency use by the Township arise prior to the event date, the Kingwood Township Parks and Recreation Commission (or designee) will contact the User. The User is not responsible for any fees associated with the event should this occur.

**Cancellations:** If an event is cancelled greater than 30 days prior to a scheduled event, User will receive full refund; within 30 days of event, User will forfeit security deposit; within 10 days of event, User will forfeit full fee deposit.

**Responsibility for Clean-up:** If all rules and regulations are met, and the event takes place, the following actions are to be taken by the User prior to vacating the premises: 1) Clean all property used during the term of the agreement – the premises are to be left in a comparable condition to the way they were found. 2) All garbage and sweepings are to be disposed of offsite in an approved

receptacle. 3) Clean and/or mop up all wet spots and spills on any surface used in the facility. 4) Remove all personal property. 5) All animal hair **must** be removed from the mats and floor as many adults and children have allergies to dog and horse dander.

The undersigned does hereby agree to all the terms and conditions contained within the Rules and Regulations, in regards to the rental of the Kingwood Township Horseshoe Bend Park – Morton Building.

User Name: \_\_\_\_\_

User Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Kingwood Township Parks and Recreation Commission (or designee) Approval: \_\_\_\_\_