CITY OF CHILTON PARK SHELTER USAGE AGREEMENT

42 School St., Chilton, WI 53014 Phone: (920)849-2451

This User Agreement is made and entered into between the City of Chilton, hereafter "City" and

_____ hereafter "User". The parties agree as follows:
(Name of User)

1. **FACILITIES USED:** User rents the following facilities where indicated by an **"X"**:

User has exclusive use of the park shelter selected; however parks are always open to the public.

____ Hobart Park Shelter, 231 W. Chestnut Street

- Located off of W. Chestnut St. near the Calumet County Fairgrounds. 26' X 50' Shelter
- 9 – Double Outlets (7 - inside serving side of shelter) (2 – inside seating area of shelter)
- Restrooms: *Women's* – 2 Toilets; *Men's* – 1 Toilet and 1 Urinal
- Approximately 8 Picnic Tables Inside Shelter and 8 Picnic Tables Outside Shelter

____ Klinkner Park Shelter, 815 Memorial Drive

- Located off of Memorial Drive. 30' X 30' Open Shelter
- 10 – Double Outlets
- Restrooms: *Women's* – 2 Toilets; *Men's* – 1 Toilet and 1 Urinal
- Approximately 8 Picnic Tables Inside Shelter and 8 Picnic Tables Outside Shelter

____ Nennig Park Shelter, 224 Dove Avenue

- Located off of Dove Avenue. 23' X 31' Shelter
- 10 – Double Outlets
- Restrooms: *Women's* – 2 Toilets; *Men's* – 1 Toilet and 1 Urinal
- Approximately 8 Picnic Tables Inside Shelter and 8 Picnic Tables Outside Shelter

2. **USER DATE & TIME:** The facilities are used for the following date and time:
DATE: _____ TIME: FROM _____ TO _____

3. **RENTAL AND SECURITY DEPOSIT FEE:**
User shall pay the City a Rental Fee of $50.00 and a Security Deposit Fee of $50.00. **Payment and completed Agreement must be received within two weeks of reserving the park.** In the event the user has delinquent debt owed the City, the user must have all City of Chilton invoices paid two weeks prior to the requested date or the user will not be allowed to use the park and the City shall retain the $50.00 rental fee. Payment can be made by cash, check made payable to the City of Chilton, debit card, or credit card. A convenience fee applies for all debit and credit card transactions.

RENTAL FEE: $50.00 SECURITY/EQUIPMENT RENTAL DEPOSIT FEE: $50.00

(Fee includes sales tax and applies to each day used. The security/equipment rental deposit includes the use of volleyball net, volleyball, and horseshoes). _____ Check this box if you want to use volleyball & horseshoe equipment.

It is the City's policy that non-profit organizations not be charged a rental fee for use of a park shelter; however if the rules and regulations of this Agreement are not followed a minimum fee of $100.00 will be invoiced to the non-profit organization. . In the event of a cancellation received less than 14 calendar days and the event is on a Saturday or Sunday, the City shall invoice the club or organization a $50.00 rental fee.

4. **LIABILITY.** The City shall not be liable for any injuries, death or property damage arising out of the use by User of the above described facilities and User agrees to hold the City harmless. (continued on reverse side)

5. **PURPOSE.** The park shelter is being used for the following purpose:

_____

6. **EMERGENCY.** In the event of an emergency, call **911**. In the event of a non-emergency (i.e. mechanical failure, etc.) contact the Calumet County Sheriff's Department at **849-2335** to have a Department of Public Works employee dispatched.

7. **PARKS OPENING AND CLOSING TIMES.** Parks are open daily from 6 A.M. to 11 P.M. The park shelters can be rented from May1st through September 30th of each year. Reservations can be made beginning the first working day in January for the upcoming year. The parks are equipped with a grill, restroom facilities, and playground equipment.

8. **CANCELLATION POLICY.** Notification of cancellation 14 calendar days prior to the scheduled booking will allow for a full refund. Late notification will result in the City retaining the Rental Fee of $50. 00. Inclement weather – no refund.

9. **OTHER STRUCTURES.** Permission must be obtained from the Director of Public Works prior to erecting any other structure on park grounds. Contact City Hall for more information.

10. **RULES & REGULATIONS.** In addition to the duties of the User above, User agrees to abide by the following rules and regulations which are hereby incorporated into this Agreement. If the rules and regulations are not followed, the City reserves the right to retain the Security Deposit. User agrees to pay additional fees for damages or extra time required to clean and restore facilities.

- The City is not responsible for any articles left, lost or stolen on the rented premises.
- Alcoholic beverages are permitted in the park. No glass bottles.
- No animals are allowed in the parks.
- Disorderly conduct prohibited.
- To avoid blowing electrical outlet circuit breakers in the shelters, plug in only one nesco roaster per double outlet. Each shelter has 110 voltage.
- Smoking is prohibited in all indoor municipal places (city-owned buildings and pavilions)
- Care of Facilities. It shall be the responsibility of the User to clean the shelter before the termination of the rental period. "CLEAN" means the facility shall be suitable for immediate use by the next User.
- Garbage Items. All garbage should be placed in the garbage containers provided near the park shelters.

PRINT USER NAME: _____

RESIDE AT: _____

MAILING ADDRESS: _____

PHONE NO. _____ MOBIL PHONE NO._____

I have read and understand the rules and regulations of this Agreement.

User's Signature: _____ DATED: _____