

RENTAL AGREEMENT FOR FREEDOM & PAUL HENRY PARKS
(Parks need to be rented 7 days prior to rental date)

Name (Please Print): _____ Title: _____

Name of Organization: _____

Address: _____ Zip: _____

Phone (Home): _____ Phone (Work): _____

Facility Requested: _____ Date of Event: _____

Time of event: From: _____ To: _____

How many people do you expect to attend? _____ Baseball

Field \$10/hr \$20/hr with lights Softball Field \$10/hr \$20/hr with lights - Basketball Goals \$10.00/hr \$20.00/hr

with lights - Park Shelter \$50/day

Rental Cleaning Deposit - Upon paying for a shelter rental, renters will be required to pay a cleaning deposit. The cleaning deposit is \$100. The cleaning deposit fee will be returned in full if shelter and rented areas are cleaned after rental. The site will be inspected by the Parks and Recreation Department staff. Each hour it takes the Recreation Department staff to clean up, \$20 will be deducted from the renter's cleaning deposit.

Once rented, rental fees will not be refunded. In case of cancellation or inclement weather, the renting parties will be given the opportunity to reschedule the event at no additional charge.

(Under no circumstances may the renting party use public property for the purpose of making a profit)

I, the undersigned, for myself and any person associated with the event, will be responsible for any damage that is done at the above rented facility during the event time specified above. I agree that there will be an inspection of the park following the event by a Town representative. If damages are found, I agree to pay for repairs to the park. I further agree to the following:

1. I will leave the facility in as good as or better state of cleanliness as upon arrival.
2. I will provide my own trash/garbage bags, toilet paper, and paper towels.
3. I will dispose of garbage in trash cans provided.
4. If tables are rearranged, I will place them back as found.
5. Upon leaving the shelter(s), I will check to be sure urinals and commodes are flushed (but not left running) and all lights are off.
6. Please report any accidents or any damage immediately to (336) 622-3955.
7. During the event mentioned above, the undersigned party must have a copy of this form to serve as proof of rental.
8. The Town of Liberty does not supply electricity or water for your rental.
9. If you are setting up a bounce house, water slide, or any other activity which could result in injury due to misuse you are required to provide the recreation department and its staff a COI.
- 10. I understand that park bathrooms and shelter areas will be cleaned on the business day prior to my rental. I further understand that if the bathroom or shelter area is damaged or excessively trashed after cleaning and prior to my event, I should take pictures and will be responsible for any necessary cleanup before my event. I understand that park and town staff will not return to clean the area if this occurs. If pictures are provided showing the area was dirty prior to my event, I will not be charged a cleaning deposit fee for those conditions.**

I, the undersigned, for myself and any person associated with the event, do hereby release, indemnify, hold harmless and defend the Town of Liberty, its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgment of every name and description brought against the Town of Liberty as a result of loss, damage or injury to person or property that may occur during my use of Freedom Park or Paul Henry Smith Park and insure that I will faithfully comply with the terms of this agreement.

Signed: _____ Date: _____

ALL FEES TO BE PAID TO 126 SOUTH FAYETTEVILLE ST, LIBERTY NC 27298

INDEMNIFICATION AND RELEASE PROVISIONS -
USE OF TOWN OF LIBERTY FACILITIES AND ROADS
FREEDOM PARK SHELTER RENTAL/PAUL HENRY SHELTER RENTAL/REITZEL CENTER RENTAL

A. In consideration for being permitted to use the facilities (including property, right of way, roads or anything else owned or managed by The Town of Liberty), _____, [**insert name of person/entity seeking permission to use facilities**] (hereinafter "Applicant") agrees to indemnify and hold harmless, The Town of Liberty its officers, employees, and insurers, from and against all liability, claims, and demands, which are incurred, made, or brought by any person or entity, on account of damage, loss, or injury, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, death, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the use of the facilities, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of The Town of Liberty, its officers, or its employees, or from any other cause whatsoever.

B. By signing below, Applicant agrees that, in the event of any damage, loss, or injury to the facilities or to any property or equipment therein, The Town of Liberty may deduct from the damage deposit the full amount of such damage, loss, or injury. Applicant further agrees that, if such damage, loss, or injury exceeds the amount of the damage deposit, Applicant will within thirty (30) days of billing reimburse The Town of Liberty for all costs associated therewith upon billing by The Town of Liberty).

C. In addition, in consideration for being permitted to use the facilities, Applicant, on behalf of itself, and its officers, employees, members, and invitees, hereby expressly exempts and releases The Town of Liberty, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, or death, that Applicant may incur as a result of such use, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of The Town of Liberty, its officers, or its employees, or from any other cause whatsoever.

Printed Names and Signatures of Parents/Legal Guardians (if applicable):

Name: _____

Signature: _____ Date: _____