**City of Thompson Falls Use Policy for the Ainsworth Park**

Thompson Falls City parks and related amenities, referred to as “PARKS”, are managed by the City of Thompson Falls and maintained by the Public Works Department, referred to as “PWD”, and used by organizations/groups referred to as “GROUPS”. The use of the PARKS is designated “pay-to-use” in order to support the city's cost to maintain PARKS and provide electricity/water. GROUPS wishing to use PARKS must agree to the following terms and conditions and agree to payment in full before the first use;

FEES: The fee schedule has been determined by City Council to be appropriate for the calendar year.

PARK MAINTENANCE: PWD will be responsible for mowing, trimming, treating weeds, and watering all parks. GROUPS will be responsible for setup for their event. No significant improvements may be made to any PARK or structure without consent of PWD. There is no use of motorized vehicle on the grounds of any park other than the PWD. No use of stakes in parks with underground sprinklers.

CLEANING/DAMAGE DEPOSIT: GROUPS will be required to submit a deposit in the amount of $\_\_\_\_\_ with this agreement to the City. The deposit will be returned within 5 business days after rental if, after inspection, there has been no damage to the PARK grounds or structures and the grounds have been cleaned. Deductions shall be made for the cost incurred by the PWD in cleaning the PARK to the condition it was before the event or repairing any damages. Cleaning includes but is not limited to returning picnic tables to usual location, sweeping the pavilion floor, removal of debris/litter/garbage.

SIGNAGE/DECORATIONS: All signs/decorations not hung by PWD must be removed at the end of the event.

GARBAGE REMOVAL AND MAINTENANCE: GROUPS are required to clean up all garbage at the PARK after each use unless a fee has been paid for PWD to remove. Multi-day events require bear proof dumpsters or garbage cans that are secure.

DRINKING: No alcohol is allowed at the PARKS during youth events. It is the responsibility of the GROUP to enforce. If a GROUP will be allowing alcohol for adult events it must notify City Hall in writing and present a copy of the event license if GROUP is nonprofit or Catering Endorsement if a licensed bar or restaurant issued by the Montana Department of Revenue and if required the $35 fee to Thompson Falls City Police.

FIREARMS: No open carry firearms will be allowed at the PARKS.

OPEN FIRES AND FIREWORKS: Open fires or fireworks are restricted at PARKS. BBQ's are allowed.

PORT-A-POTTIES: GROUPS must provide port-a-potties sufficient to accommodate for events expecting more than 25 people. When port-a potties are required, park bathrooms will be locked.

PETS: All pets must be kept on leash and cleaned up after. All aggressive or bothersome pets must be put in vehicles or removed from PARKS.

INSURANCE: All GROUPS using PARKS must present current and valid proof of liability insurance in amount of $1,000,000 insuring the City of Thompson Falls, its officers and agents as well as the group against loss and liability for damages including, but not limited to, personal injury, death, or property damage arising out of or in connection with the use of the park/park facility. The insurance must be in place and the group shall provide proof of insurance satisfactory to the City of Thompson Falls prior to the commencement of the use covered by this agreement or the use will not commence as scheduled.

DEFAULT: In the event either party should default on any of the terms of this agreement, and fails to cure such default within 10 days after receiving written notice from the non-defaulting party, the non-defaulting may immediately terminate this agreement.

MISCELLANEOUS: GROUP may not sublet or assign its rights under this agreement. The failure of either party to insist upon prompt and strict performance of any of the terms of this agreement or to exercise any right under this agreement shall not operate as a waiver of the same or of any other term of this agreement.

This agreement is made and entered into this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_ by and between the CITY OF THOMPSON FALLS, AND \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, herein referred to as “GROUP”.

GROUP: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTACT ADULT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE NUMBER/MAILING ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PARK/Facility: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SCHEDULED DATE/TIME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PROOF OF INSURANCE: \_\_\_ USE FEE: paid \_\_\_ ADDITIONAL PERMITS: paid \_\_\_

CLEANING/DAMAGE DEPOSIT: paid \_\_\_ returned \_\_\_

ADDITIONAL PERMITS ISSUED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Each party signing this agreement on the date set out below.

CITY OF THOMPSON FALLS GROUP

by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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