

**Boundary County Parks & Recreation
Memorial Park Pavilion Rental Agreement**

Name of Responsible Party (Renter): _____

Address: _____

Phone Number: _____ Email: _____

Date of Rental(s): _____

Secondary Date, if not preferred date is not available: _____

Rental Times/Fees (choose):

Full Day: 8:00am - 9:00pm	<input type="checkbox"/> Resident: 40.00 <input type="checkbox"/> Non-Resident/Non-Profit: \$80.00 <input type="checkbox"/> Commercial: \$100.00
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Description of Event: _____ Estimated Attendees: _____

Large events require additional porta potties, at the expense of the renter. Is this a large event? Yes No

Additional Special Requests/Info: _____

Forms and payment may be submitted via mail, email or dropped at the drop box at our office:

Checks made to: Boundary County Parks and Recreation – Mail: PO Box 3044 Bonners Ferry, ID 83805 – Office: 7171 Fifth Street Bonners Ferry, ID 83805 – Email: bcpark_rec@yahoo.com

Office Use Only:

Date of payment: _____ Approved date for rental: _____

Staff initial: _____ Date of confirmation: _____ Is a Certificate of Insurance Required? _____

Memorial Park Pavilion Rules & Regulations

This Rental Agreement is made between the above-named responsible party (Renter) and Boundary County Parks and Recreation (BCPR) for use of the Pavilion at Memorial Park.

The undersigned Renter agrees to the following terms, regulations and waivers;

- **Supervision:** Renter acknowledged he/she is 18 years or older and agree to accept responsibility for the supervision of guests using the facilities throughout the usage period and for maintaining orderly conduct among all participants at their event or function.
- **Reservation Dates/Times:** The Pavilion for private use or events is only valid on the day(s)/hours noted above. If additional time is needed for setup/cleanup, the renter will be charged for any additional time needed. (\$5.00/hr)
- **Payment & Security Deposit:** Payment and a reimbursable Security Deposit may be required in the amount of \$ _____. The Security Deposit will be returned upon a satisfactory inspection of the premises or if the event is canceled.
- **Signage/Decorations:** Directional signs and decorations are allowed during the reserved period only. The renter is responsible for removing all signs, decorations, and trash. Clean-up and trash is the responsibility of the renter and must be hauled away. If the pavilion area is left in an unacceptable condition, the security deposit noted above will not be returned and will be used for cleaning.
- **Amenities:** The pavilion has garbage cans and power available for use. Picnic tables located nearby may be moved to the pavilion for use. Upon departure, picnic tables need to be moved back to their original location.
- **Portable Toilets:** Portable toilets are available for use. If additional portable toilets are required, renter will be responsible to secure and pay for portable toilets.
- **Access:** Renter will be provided the access code prior to the start time.
- **Cancellations:** Cancellations need to be made at least five (5) days before event date.
- **Excessive Noise:** Loud or offensive music and any excessive noise which disturbs others using Memorial Park is NOT allowed. The meaning of the words "loud," "unacceptable," "unreasonable," and "excessive" shall be determined by Boundary County Parks and Recreation.
- **Law/Ordinances/Park Rules:** Renter agrees to abide by all State, County, City laws and ordinances and posted Park rules.
- **Compliance:** Failure to comply with the conditions in this agreement may result in the immediate cancellation of the event.

Indemnity, Waiver, Release of Liability Agreement

The Renter waives, releases, and discharges the BCPR, their officers, agents, servants and employees (hereinafter collectively referred to as "BCPR") from all liability for any loss or damage whatsoever, including personal injury, death, property damage, medical expense and any other type of expense (hereinafter collectively referred to as "DAMAGES") whether caused by the active or passive negligence of the BCPR, while the undersigned renter is in, upon or about the facility premises.

Renter acknowledges, agrees and represents that immediately upon entering will inspect the premises and facility. It is further agreed that entry and/or use of the facility constitutes an acknowledgment that the facility and all equipment thereon have been inspected and that the Renter finds and accepts the facility and equipment as being safe and reasonably suited for use. Renter accepts the facility in its present condition, and is without representation or warranty by BCPR as to the condition of the facility, or as to the use or occupancy which may be made of it. Renter also waives, releases, and discharges BCPR from all liability for any DAMAGES caused by the condition and/or maintenance of the facility or any equipment.

Renter agrees to release, hold harmless, defend and indemnify BCPR from any and all liability for any loss, injury and/or DAMAGES to any third party arising out of the use of the facility by the third party pursuant to this application. Renter agrees that this waiver, release and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Idaho and that if any portion of the Application and Agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.

I have read and agree to abide by the above terms, rules and waivers governing the use of the Pavilion at Memorial Park.

Signature: _____

Date: _____