

Town of Lyman Use and Rental Policy

The Town Council has the responsibility and authority to determine use of the facility known as Nate Beasley Municipal Building and the Lyman City Park by non town personnel and organizations. The Town deems it to be in the best interest of all concerned to establish rules and regulations governing the use, establishing a use fee, providing reasonable safety, defining the exemptions, and responsibilities of the facility and park use.

The Town of Lyman reserves the right and authority to deny any individual, group, or organization the use of the facility or park. The facility or park shall not be used for any illegal purpose. All laws, codes and regulations shall be obeyed.

Reservations will be made by contacting the town clerk. The clerk shall be responsible for scheduling the facility.

The Town of Lyman will allow the following groups and organizations to be exempt from payment of the "use fee", subject to change at the discretion of the Town Governing Body:

1. Receptions following a burial in the Lyman Cemetery.
2. Boy and Girl Scout Clubs, and 4-H Clubs, provided the members participating are, in part residents of the Town of Lyman, and are under the supervision of their club leadership.
3. Public meetings where the interest of the residents of Lyman is best served.
4. Charitable organizations whereby the community of Lyman, as a whole, may benefit.

All others will be subject to the fees set forth on the fee schedule attached as Exhibit "B"; these fees may be changed from time to time without changing any other conditions or terms of this policy.

A Rental Agreement Application accompanied by a key and/or damage deposit, must be filled out, providing the Name, Address and Phone Number of the responsible party, and specific use of the facility or park. The person so named will be responsible for:

- 1.) Obtaining and returning the key,
- 2.) Supervision of the function and participants,
- 3.) Reasonable safety of the participants
- 4.) Maintaining law and order
- 5.) Arrange for and insure that the premises are properly cleaned at the conclusion of the function or activity,
- 6.) Turn off power box and water at the park, / lights, appliances, and heat and lock the building if at the NBMB unless other arrangements have been made. The person or organization using the facility or park shall be responsible for any damage to any furniture, equipment or the premises during the event.

Rental Agreement Applications attached as Exhibit "C" "D", and "E".

Park

All individuals or organizations must fill out the Rental Agreement Application. If the organization rental is ongoing the clerk may ask for updated information from time to time. A copy of the Rental Agreement Application will be given to the renting party and one kept on file.

The Rental Agreement Application, must be filled out, providing the Name, Address and Phone Number of the responsible party, and specific use of the facility or park. The person so named will be responsible for:

- 1.) Obtaining and returning the key**
- 2.) *Supervision of the function and participants,***
- 3.) Reasonable safety of the participants**
- 4.) Maintaining law and order**
- 5.) *Arrange for and insure that the premises are properly cleaned at the conclusion of the function or activity,***
- 6.) Turn off power box and water, the person or organization using the park shall be responsible for any damage to any equipment on the premises during the event.**

All groups using the park must agree to hold the Town of Lyman harmless from any and all liability or expense (including expense of litigation) in connection with any such terms of actual or alleged injury or damage. Furthermore, the Town of Lyman shall not be liable for lost or damaged personal or organizational property being left at the park.

Authorized use shall be limited to those events listed on the application.

Exhibit "B"

Fee schedule

Nate Beasley Municipal Building, City Park, and Table and Chairs

Municipal Building *Deposit Fee: **\$50.00** when key is picked up.
Refund when key is returned and all rules are complied with, and building inspected.

| | | |
|-------------------------------------|---------------|-----------------|
| Rental of Municipal Building | 2 to 4 hours | \$ 25.00 |
| | 5 to 8 hours | \$ 50.00 |
| Commercial Activities | 8 to 12 hours | \$125.00 |

Option 1 w/o Cookshack

Town Park * Deposit Fee: **\$25.00** when key is picked up
Key is for power and water & bathrooms
Refund when key is returned and all rules are complied with.

| | | |
|---------------------|--------------------------|----------------|
| Rent of Park | Residents of Lyman | \$25.00 |
| | Non-Residents and groups | \$35.00 |

Option 2 with cookshack

Town Park *Deposit Fee: **\$50.00** when key is picked up
Key is for cookshack & bathrooms
Refund when key is returned and all rules are complied with.

| | | |
|---------------------|---------------------------|-----------------|
| Rent of Park | Residents of Lyman | \$75.00 |
| | Non- Residents and groups | \$200.00 |

Tables \$ 5.00 Each **Chairs \$ 1.00 Each**

Deposit Fee: \$50.00

Arrangements to pick up and deliver tables and Charis during business hours is preferred.

Refund when key is returned if applicable and tables and chairs are counted and inspected.

*** Key/rental deposits may be made with cash, debit/credit card or check**

**Rental Agreement Application
Lyman City Park**

Date of Rental _____
Name of Person or Organization renting park _____
Address _____ City _____ Zip _____
Phone # _____ Cell _____
Intended use of park _____

Hours rented from _____ to _____

Option 1 w/o cookshack

Deposit Fee: \$50.00 when key is picked up refunded when key is returned, and all rules are complied with.

Rental fee \$25.00 resident \$35.00 non-resident

Option 2 with cookshack

Deposit Fee: \$50.00 when key is picked up refunded when key is returned, and all rules are complied with.

Rental fee \$75.00 resident \$200.00 non-resident

The renter agrees to the following responsibilities and conditions:

Shut off power and lock box, lock water hydrant, Secure cookshack doors and remove garbage.

**Garbage may be placed in the dumpster located at 8405 S Main St (Minkler Mansion)
NOT THE DUMPSTER BEHIND THE FIRE HALL**

IF ANY OF THESE RULES ARE NOT COMPLIED WITH IT WILL RESULT IN A LOSS OF THE DEPOSIT FEE.

BY SIGNING THIS AGREEMENT, I AGREE TO THE TERMS SET FORTH:

Signed _____ Date _____
Clerk _____

Special notes _____

***All Key/rental deposits will be made with cash or debit/credit cards only no checks.**