

PAVILION RESERVATION

MONTICELLO PARK & RECREATION DEPT.

RENTAL AGREEMENT

This agreement is entered into by and between the Monticello Parks & Recreation Department (hereinafter referred to as City) and _____ representing _____ (hereinafter referred to as Renter).

The Renter agrees to rent the _____ pavilion from the City on _____ from _____ to _____ for a fee of _____.

The Renter understands that reservation of the _____ pavilion shall not be considered final until this agreement has been signed, returned and the fee has been paid. The Renter agrees to pay the fee to the city no later than thirty (30) days prior to the scheduled use of the pavilion. The fee may be paid in person at the Monticello Parks & Recreation office located in the Anheier building at 910 City Park Loop or by mailing the fee to: Monticello Parks & Recreation Department, 225 N. Main Street, Monticello, IN 47960. If the Renter mails the fee in and wishes to have a receipt showing payment of the fee, the Renter must enclose a self addressed, stamped envelope along with the fee.

The Renter also agrees to pay a damage deposit (by separate check) in the amount of _____ for the use of the _____ pavilion. Renters of pavilions that can not be locked up are not required to pay the damage deposit. The Renter shall be responsible for all damages to the pavilion during the Renter's use. If the damages exceed the amount of the damage deposit, the city shall send a bill to the Renter for the additional cost of repair said damages. In the event it becomes necessary for the city to commence litigation in order to collect such damages, or otherwise enforce this agreement, then the City shall also be entitled to its reasonable attorney fees incurred therein.

The Renter will be issued a key to the pavilion that they have rented provided that the pavilion is an enclosed pavilion. The Renter is responsible for picking up the key to the pavilion on the afternoon of the use if the use is on a weekday (Monday – Friday) or on the Friday prior to the use if the use is during the weekend. The Renter shall be responsible for returning the key to the Parks & Recreation Garage located in the City Park by

dropping the key in the drop box after it has been placed in an envelope. If the key is lost or not returned by the end of the next business day, the Renter will be charged for replacement of the lock on the pavilion that they used. If the Renter does not have a way to pick up the key prior to their use, they will be charged an additional \$5.00 for their use. This charge is to cover the cost of having a City employee open and close the pavilion. If the Renter wishes to have additional picnic tables for the facility, there will be an additional charge of \$1.00 per table. Picnic tables will be moved only in situations when extra tables are available. All additional fees must be paid along with the usual fee that is charged for use of the pavilion.

Both Parties agree to abide by the “Duties of Responsibility” that are covered on the attached page entitled “Duties of Responsibility.” Signature of this agreement by both parties acknowledges that they have read the “Duties of Responsibility.”

This agreement is entered into on the date when both parties have signed the agreement and it has been returned to the Parks & Recreation Office.

(Signature of Renter)

(Signature of M. P.& R. Superintendent)

(Address of Renter)

STAFF USE ONLY

City, State, Zip Code

(Agreement Received) _____

Phone # _____

(Fee Received) _____

(Key Issued) _____

(Key Returned) _____