Town of Rossville Parks and Recreation Department Phone: 901.853.4681

FACILITY RENTAL AGREEMENT RECREATION FACILITY RESERVATION POLICY & LEASE AGREEMENT

The Town of Rossville provides various Park and Recreation facilities throughout the Township for the use and enjoyment of residents. It is the goal of the Township to make the facilities available for use by organizations and individuals for non-profit recreational purposes. Individuals and groups may reserve the use of facilities.

A. General Information

To rent a facility, non-profit organizations and individuals are required to complete an Application for Facility Use and pay the appropriate fee. (See attached Fee Schedule) The Township reserves the right to allocate rental time based on the number of requests and the time requested. The Township reserves the right to disapprove permits if it is determined that the parks are deteriorating because of overuse.

Permit applicants must be 21 years of age or older, and be authorized by their organization (if applicable) to sign a reservation agreement. When the planned activity is primarily for people under 21 years of age, the person signing the reservation agreement will be responsible for providing on adult chaperone for each group of 10 youth in attendance under the age of 21.

Any event must only be held between the hours of 7AM and 10PM on the day of the rental agreement. If the facility is rented for multiple days, the lessee assumes responsibility of any items remaining in the facility for the next day's event. All requests for an exception to these rental times must be approved by the Mayor and Board of Aldermen.

The Town of Rossville reserves the right to waive the rental fee or event times for events related to special or Town sponsored events.

B. Permit Holders Responsibilities:

All permit holders using the facilities and equipment must observe the following guidelines and requirements:

1. Maintenance: The Permit Holder must leave the area, facility or equipment in a clean and orderly condition. All trash, debris, dirt and other materials and substances must be disposed of properly. This process must be completed within 12 hours after the conclusion of the event or the security deposit will be forfeited. All personal property remaining after the termination of this agreement will be deemed to be abandoned and disposed of by the Lessor.

2. Decorations: Decorations must not be nailed, tacked, or otherwise attached to any tables, walls, ceilings, or any other portions of the buildings or equipment

3. Liability: The Rossville Board of Mayor and Aldermen assumes no liability for the renter's use of the equipment or facility. As a condition of use of the equipment or facility, the applicant shall hold the Township harmless from any claim or liability arising out of any activity or conduct of the renter while using the equipment or facility in question.

4. Admission may not be charged for entrance to parks by private individuals and/or "for profit" organizations.

5. Damages: Any and all damages to the facilities, equipment, and other Town of Rossville property, while being used by the renter, will be the responsibility of the renter and damages will be payable in full to the Town of Rossville. The Town of Rossville reserves the right to decline renting to entities or persons who have caused damage to the facilities in previous rentals.

C. Additional Lease Clauses and Covenants

- 1. Lessee agrees to:
 - a. Accept the premises in their present condition "as is", the premises be currently suitable for Lessee's intended use.
 - b. Obey all laws, ordinances, orders and rules and regulations applicable to the use, condition and occupancy of the premises.
 - c. Pay all extraordinary utility services associated with the use of the Property or additional equipment.
 - d. Repair any damage to the premises caused by the Lessee, Lessee's agents, Lessee's invitees or guests.
 - e. Indemnify, defend and hold Lessor harmless from any loss, attorney's fees, expenses, or claims arising out of Lessee's use of the premises.

- f. Vacate the premises at the end of the term of this lease or upon termination of this lease.
- 2. Lessee agrees not to:
 - a. Us the premises for any purpose other than that stated in the basic lease terms and definitions.
 - b. Create a nuisance, permit any waste or use the premises in any way that is hazardous, would increase insurance premiums or would void insurance on the improvements constructed by Lessee.
 - c. Alter the premises in any manner including causing nail holes in the walls, taping or causing any item to be hung from the wall without written consent of the Lessor.
 - d. Sublease the premises without the express written consent of Lessor.
- 3. Lessor agrees to lease the premises to the Lessee for the terms provided herein.
- 4. Lessor agrees not to
 - a. Interfere with the Lessee's possession of the premises as long as lessee is not in default.
- 5. Lessor and lessee agree to the following:
 - a. Attorney's fees If either party retains an attorney to enforce this lease, the prevailing party is entitled to recover reasonable attorney's fees.

C. Fees

Email:

 All fees are payable in full with the submission of an Application for Facility Use Form. (see Attached Rate Form)
Security deposits are fully refunded with the following restrictions: If, in the opinion of the Board of Aldermen there has been any damage or misuse of the Township property, or if the facility was used for a purpose other than that specified on the permit, the responsible party or group will be assessed for the cost of repairs and cleanup (as determined by the Public Works Department) and the loss of the future use of any Township facilities. The financial liability is not limited by the amount of the security deposit. Any violations of the Park Regulations as enumerated will result in additional penalties as specified.

The individual signing this lease agreement and the accompanying permit is responsible for ensuring that all policies included in the Town of Rossville Recreational Facility Reservation Policy and Lease Agreement are obeyed. The representative should notify us immediately if there are any maintenance/safety issues or damage to fields that need to be addressed.

Please complete the information requested below and sign below to confirm that you have received a copy of the Town of Rossville Recreation Facility Reservation Policy and Lease Agreement and agree to abide by the policies.

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FACILITY RENTAL AGREEMENT RECREATION FACILITY RESERVATION POLICY & LEASE AGREEMENT							
Reside	ent of Rossville:	\$50.00	Non-Resident	\$100.00			
Deposit: \$150.0 (Note: pre-rental condi	Deposit will be re	funded on the n	ext business day following th	e event as lor	ng as the facility is returned to	o the	
Name of Respon	nsible Party:						
Phone number:							

Date of Event:	
Name of Event:	
Event Purpose:	
Hours that Event will be Held:	
Expected Attendance:	
I have read the terms of the Facility Rental Agr	eement, agree to the terms and have received a copy of the agreement.
Signature of Applicant	
Print Name	
RENTAL FEE COLLECTED:	DEPOSIT RECEIVED:
RECEIVE) BY: