

**BLUFFTON PARKS & RECREATION DEPARTMENT**

**128 E Market Bluffton In 46714**

**Facility Rental Agreement & Waiver**

Today's Date \_\_\_\_\_ Date requested \_\_\_\_\_

Time facility to be opened \_\_\_\_\_ Time facility to be closed \_\_\_\_\_

Organization \_\_\_\_\_ Person Responsible \_\_\_\_\_

Address \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Telephone \_\_\_\_\_ Circle one: Private Rental or Public Event

Electrical needs: Standard (crock pots, roasters etc) Additional Circuits (inflatables, freezers etc)

Facility requested:

\_\_\_\_\_ Washington Park INSIDE Pavilion (\$70) \_\_\_\_\_ Washington OUTSIDE Pavilion (\$55)

\_\_\_\_\_ Roush Park Large Pavilion (\$70) \_\_\_\_\_ Roush Park Small Pavilion (\$50)

\_\_\_\_\_ Lion's Park Pavilion (\$45) \_\_\_\_\_ Veteran's Park Gazebo (free) \_\_\_\_\_ Rotary Park Pavilion (free)

\_\_\_\_\_ Wabash River Pavilion (\$45) \_\_\_\_\_ Kehoe Park Pavilion (\$55) \_\_\_\_\_ Kehoe Stage\* \_\_\_\_\_ deposit

\*Kehoe Stage Rentals - see rule # 14 - (attached)

*Weddings at Kehoe Park \$100*

Non-Profit 5 hrs or less \$400.00 / Non-Profit 5 hrs or more \$675.00

For-Profit 5 hrs or less \$500.00 / For-Profit 5 hrs or more \$725.00

Deposit of \$125 is required for all stage rentals and will be returned if park is clean and not damaged. 1 million dollar liability insurance required listing the City of Bluffton as an additional insured is also required.

**\*\*PAYMENT IS DUE UPON RESERVING THE FACILITY AND THERE ARE NO REFUNDS EXCEPT FOR WEATHER RELATED INCIDENCES WITHOUT PARK BOARD APPROVAL. \*\***

**Release & Indemnification Agreement must be signed.**

**I/We have read and fully understand the rules and regulations governing the use of these facilities and agree to abide and be responsible for any and all damage to the property due to such occupancy and for the strict observance of the rules and regulations relative to the use of such facilities.**

\_\_\_\_\_  
PRINTED NAME of applicant

\_\_\_\_\_  
SIGNATURE of applicant

Date \_\_\_\_\_

.....  
Paid Date \_\_\_\_\_ Cash \_\_\_\_\_ Check # \_\_\_\_\_

Received by \_\_\_\_\_

# BLUFFTON PARKS & RECREATION DEPARTMENT

## Rule for facility use

1. No alcoholic beverages, illegal drugs or weapons are allowed on park property
2. Rental & Release & Indemnification Agreements must be signed & returned to the Clerk/Treasurer's Office with rental fees. Fees are due at the time of reserving the facility and there are NO REFUNDS except for weather related incidences without Park Board approval.
3. Pets are only allowed if they are on a leash & constantly supervised. All excrements left by pet must be properly disposed of & any damages that caused by the pet is the responsibility of the owner.
4. No camping, erecting or maintaining a tent or other shelter without prior approval of the Park Board.
5. No fires may be built, unless in a contained unit for that purpose & prior approval has been given by the Park Board.
6. No vandalizing, removing or altering any sign or structure of any park property.
7. No solicitation, sale or promotion of any commercial product or commercial event without prior Park Board approval.
8. Disturbing, injuring or removing wildlife and/or vegetation located in any park without written permission from the Park Board is prohibited. Planting of any type of vegetation without Park Board permission is also prohibited.
9. The Bluffton Parks are open to the public from dawn until 11:00 p.m. or until the conclusion of a park approved activity.
10. Renters are responsible for cleaning the facility & removing all trash before leaving.
11. Activities sponsored by the Bluffton Parks & Recreation Dept. take precedence over other events or gatherings that were not approved through their office.
12. Parking is allowed only in the designated areas. Driving through & parking in grassy areas of parks is prohibited. This is particularly important in the Kehoe Park area. If you are unsure of specific locations, please contact the Park office at 824-6069 BEFORE your planned event.
13. All city ordinances shall be followed, especially the noise ordinance.
14. KEHOE STAGE RENTALS: Lessee must furnish a certificate of insurance in the amount of not less than one million dollars, showing the City of Bluffton as an Additional Insured on the policy.

**DO NOT REMOVE TABLES FROM INSIDE ANY OF THE PAVILIONS!**

### WAIVER AND RELEASE FROM LIABILITY

I, \_\_\_\_\_, on behalf of myself, my executors, administrators, heirs, next of kin, successors and assigns, HEREBY WAIVE, RELEASE AND DISCHARGE from any and all claims or liabilities for death, personal injury, property damage, theft or damages of any kind, whether or not attributable to the negligence of the releasees, the City of Bluffton, the Mayor of Bluffton, the Common Council of the City of Bluffton, the Bluffton Board of Public Works and Safety and any agents, successors, assigns or employees of any of the foregoing which may arise out of the use of the Bluffton Parks & Recreation Department parks and facilities.

**I HEREBY AGREE NOT TO SUE** any of the persons or entities mentioned above for any of the claims or liabilities that I have waived, released or discharged herein.

**I AGREE TO INDEMNIFY AND HOLD HARMLESS** the City or any person or entity mentioned above from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, cost, disbursements or expenses of any kind or nature whatsoever (including, without limitation, attorney's fees and experts fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against any of the releasees identified above which relates to or in any way arises out of my acts or omissions in connection with the use of the park rental.

**I HEREBY AFFIRM** that I am 18 years of age or older and that I have read and understand the foregoing.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name