

**BLUFFTON PARKS & RECREATION DEPARTMENT**

**128 E Market Bluffton IN 46714**

**Facility Rental Agreement & Waiver 2023**

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  
(public events need a Certificate of Insurance provided listing the City of Bluffton as additional insured)

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

Facility requested: (taxes have been included, the price listed is the final amount due)

\_\_\_\_\_ Washington INSIDE Pavilion (\$139.10 for **4 or fewer hours weekend rate** or \$85.60 for **weekday rate**)

\_\_\_\_\_ Washington INSIDE Pavilion (\$165.85 for **more than 4 hours weekend rate** or \$107 for **weekday rate**)

\_\_\_\_\_ Washington OUTSIDE Pavilion (\$42.80 for **4 or less hours**)

\_\_\_\_\_ Washington OUTSIDE Pavilion (\$58.85 for **more than 4 hours**)

\_\_\_\_\_ Washington INSIDE & OUTSIDE Pavilion (\$160.50 for **4 or less hours weekend** or \$101.65 **weekday rate**)

\_\_\_\_\_ Washington INSIDE & OUTSIDE Pavilion (\$203.30 for **4+ hours weekend** or \$144.45 **weekday rate**)

\_\_\_\_\_ Roush Park Large Pavilion (\$80.25 all day)

\_\_\_\_\_ Roush Park Small Pavilion (\$53.50 all day)

\_\_\_\_\_ Lion's Park Pavilion (\$21.40 all day)

\_\_\_\_\_ Veteran's Park Gazebo (free)

\_\_\_\_\_ Rotary Park Pavilion (free, all day)

\_\_\_\_\_ Wabash River Pavilion (\$21.40 all day)

\_\_\_\_\_ Kehoe Park Pavilion (\$58.85 all day)

\_\_\_\_\_ Kehoe Stage\* \_\_\_\_\_ deposit

\*\*All Washington Park Inside Rentals require a separate damage deposit of \$125 that will be returned if the facility is left clean and not damaged.

**\*Kehoe Stage Rentals - see rule # 13-15 (attached) \$267.50 Weddings at Kehoe Park: \$107**

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

**\*\*PAYMENT IS DUE UPON RESERVING THE FACILITY, AND THERE ARE NO REFUNDS EXCEPT FOR WEATHER-RELATED INCIDENTS WITHOUT PARK BOARD APPROVAL. \*\*** Paid Date \_\_\_\_\_ Cash \_\_\_\_\_ Check # \_\_\_\_\_

**Rules for facility use**

1. No alcoholic beverages, illegal drugs, or weapons are allowed on park property.
2. No Smoking, vaping, or tobacco use of any kind is allowed inside the pavilions.
3. 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.
4. Pets are only allowed in the park if they are on a leash & constantly supervised. All excrements left by the pet must be properly disposed of & any damages caused by the pet are the responsibility of the owner.
5. No camping, erecting, or maintaining a tent or other shelter without prior approval of the Park Board.
6. No fires may be built unless in a contained unit for that purpose & prior approval has been given by the Park Board. No open flames inside the pavilions.
7. No vandalizing, removing, or altering any sign or structure of any park property.
8. No solicitation, sale, or promotion of any commercial product or commercial event without prior Park Board approval.
9. Disturbing, injuring, or removing wildlife and/or vegetation located in any park without written permission from the Park Board is prohibited. Planting any type of vegetation without the Park Board’s permission is also prohibited.
10. The Bluffton Parks are open to the public from dawn until 11:00 p.m. or until the conclusion of a park-approved activity.
11. Renters are responsible for cleaning the facility & picking up all trash before leaving.
12. Activities sponsored by the Bluffton Parks & Recreation Dept. take precedence over other events or gatherings that were not approved through their office.
13. 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.
14. All city ordinances shall be followed, especially the noise ordinance.
15. 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 and Flat Creek LLC as an Additional Insured on the policy.

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

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 understood the foregoing. I/We have read and fully understand the rules and regulations governing the use of these facilities and agree to abide by 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.

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

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

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