

**RULES AND RENTAL AGREEMENT FOR
THURSTON PARK AND THE RON DONALDSON FIELD**

1. Definitions.

- A. "Authorized Village Official" means an officer or employee of the Village designated by the Village Council to be responsible for the rental of Thurston Park and the Ron Donaldson Field.
- B. "Guest" means friends, relatives, customers, clients, business associates, or other associates of the Renter.
- C. "Premises" means Thurston Park and the Ron Donaldson Field, including any structures thereon.
- D. "Renter" means an individual, firm, corporation, association, partnership, limited liability company, nonprofit entity, or other legal entity who will be holding an event on the Premises at which it is anticipated that more than fifty (50) but less than two hundred (200) people will attend.

2. Regulations.

- A. Renters and Renter's guests must vacate the Premises and lock all doors of any structures by ____ p.m.
- B. Upon signing the Rules and Rental Agreement, paying any required rental fee and security deposit, and providing a copy of any applicable insurance policy, Renter shall be issued one (1) key to the kitchen at the Thurston Park pavilion or to the concession stand at the Ron Donaldson Field, if those structures are needed as part of the Renter's event. Renter shall not duplicate any keys issued. If the Premises are not rented on the day following the rental period, then the key must be returned to the Authorized Village Official or deposited in a safe location as directed by the Authorized Village Official no later than 12:00 noon on the day following the rental period. Failure to return the key as required in this subsection may result in the Renter forfeiting all or a portion of the security deposit.
- C. Renter shall not assign or sublet the rented Premises to any person during the rental period.
- D. Renter is responsible for cleaning the Premises after use to the satisfaction of the Authorized Village Official. Premises must be cleaned

by the end of the rental period or 12 noon on the following day if the Premises are not rented the day following the rental period.

- E. Renter and Renter's guests shall not alter or damage any structure on the Premises. Renter is responsible for any damage to the Premises rented during the rental period. At the Authorized Village Official's sole discretion, Renter shall forfeit all or a portion of the security deposit to cover any such damages. The forfeiting of the security deposit does not limit the Village's ability to take action against the Renter for damages caused to the Premises should damages exceed the amount of the security deposit.
- F. Renters planning to serve alcohol by the glass, Renters planning activities on the Premises which in the sole judgment of the Authorized Village Official substantially increases the hazards on the Premises, or Renters who are corporations, partnerships, limited liability companies, or other legal entities (other than nonprofit entities) shall at the time the security deposit is paid provide the Authorized Village Official with a copy of liability insurance covering the Renter during the rental period with liability limits no less than \$500,000 for a single occurrence and \$1,000,000 in the aggregate. The insurance policy shall name the Village as an additional named insured and shall contain a provision that the policy cannot be terminated, canceled, or substantially altered without written notice to the Village.
- G. Renter hereby agrees to waive, release, indemnify and hold harmless the Village, its council members, officers, employees, volunteers, successors, and assigns from any claim for death, personal injury or property damage, including the costs of any lawsuits and reasonable attorneys fees, which may arise as a result of Renter's use or occupancy of the Premises.
- H. Renter shall comply with all state and federal laws, as well as local ordinances, during the rental period. Failure to comply with such laws or ordinances, or the rules contained in this Rental Agreement shall subject the Renter and the Renter's guests to removal from the Premises at the sole discretion of the Authorized Village Official.

3. Rental Fees and Security Deposits

- A. The rental fee for the pavilion and kitchen at Thurston Park shall be determined from time to time by separate resolution of the Village Council. There shall be no rental fee for use of Thurston Park that does not involve use of the pavilion or kitchen or for the use of the Ron Donaldson Field. When a rental fee is required as provided herein the Renter shall pay a security deposit, which shall be determined from time to time by separate

resolution of the Village Council, to ensure Renter's responsibility not to damage the Premises and to cleanup the Premises as provided in paragraph 2.D of these Rules and Rental Agreement and to compensate the Village for any repair costs or cleanup expenses in the event Renter fails to perform its responsibilities. The amount of the security deposit, less any sums deducted for the purposes specified above, shall be returned to Renter within thirty (30) days after Renter vacates the Premises, together with an itemized list of repair costs or cleanup expenses incurred by the Village. If the Authorized Village Official is satisfied that the Renter is a charitable, nonprofit organization, then at the Authorized Village Official's discretion, any required rental fee may be waived. However, there shall be no waiver of the security deposit requirement.

- B. Renter must reserve the Premises at least _____ weeks in advance of the rental date. Renter must pay all deposits and fees for the period to be rented at the time the reservation is made. The Renter shall not rent the Premises in excess of three (3) consecutive days unless expressly authorized by the Village Council.

- C. A Renter wishing to cancel a reservation must notify the Authorized Village Official immediately. Cancellations given within seventy-two (72) hours or more in advance of the rental period will result in a full refund of any rental fees and security deposits paid.

4. Premises Rented and Dates and Times of Rental.

PREMISES RENTED

_____ Thurston Park: pavilion (Yes or No) and kitchen (Yes or No)

_____ the Ron Donaldson Field

RENTAL FEE AND SECURITY DEPOSIT PAID

Rental fee paid: \$ _____

Security deposit paid: \$ _____

DATE AND TIME OF RENTAL

Day(s): _____

Time: _____

DATE AND TIME FOR DECORATION AND CLEANUP

Day: _____ Time: _____

***NOTE: Time limit of two hours maximum for decoration purposes.

The Premises shall be used for _____
and for no other purpose without the written consent of the Authorized Village Official.

I (We) have read the Rules and Rental Agreement carefully. I(We) fully understand all the terms of the Rules and Rental Agreement for the Premises, including all definitions and language contained herein. I(We) as Renters of the Premises shall fully abide by the terms and conditions set forth in this Rules and Rental Agreement for the Premises.

RENTER: _____

Date: _____

RENTER: _____

Date: _____

Authorized Village Official

Date: _____