

Draper City Park Pavilion Use Agreement

Park Fee	\$ _____
Deposit	\$ _____
Total	\$ _____
Receipt #	_____
Refund Date	_____
Receipt #	_____

Name of PERSON making reservation: _____

Agency/Business with: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone #: _____ Cell #: _____ Email address: _____

Type of Event/Activities: _____ # attending (cannot exceed 300): _____

- Draper Park - North Pavilion (Large - Seats 240) Smiths Field Park - Pavilion (Small - Seats 100)
 Draper Park - South Pavilion (Small - Seats 120) Galena Hills Park - Pavilion (Large - Seats 200)
 Steep Mountain Park - Pavilion (Small - Seats 80) Other _____

Reservation Date: _____ 9:00am - 3:00pm 4:00pm - 10:00pm All Day (fee doubles)

Rental fees (each block): Large Pavilions = \$40 for resident/business or \$60 for non-resident/ business
Small Pavilions = \$35 for resident/business or \$55 for non-resident/business
Plus a \$25 refundable cleaning deposit per reservation

Credit card payments will be refunded to credit card and cash or check payments refunded by mailed check.

Initial all below:

- _____ I understand that NO REFUNDS are given due to inclement weather or personal schedule changes.
_____ I understand the refund policy listed on the other side of this agreement and that it must be made 45 days prior.
_____ I understand that NO SMOKING and NO ALCOHOL are allowed in City parks and facilities.
_____ I understand private attractions, bounce houses, water slides, dunk tanks, mechanical bulls, etc. are not allowed.
_____ I understand I am reserving the Facility only & all other park amenities must remain open for public use.
_____ I understand that amplified sound is not allowed.
_____ I understand that I am not permitted to sell any goods/items without proper permission and licenses.
_____ I understand that other than water in restrooms and drinking fountains, access to water spigots is not available.
_____ I understand that park restrooms are closed during the winter months (approx. November 1st – March 31st).

RULES AND POLICIES

Reservations must be made either in person or online. *No mail-in or telephone reservations will be accepted.* Reservations may be made up to 12 months in advance and a minimum of 5 business days from your rental date. Fees must be paid in full including the deposit at time the reservation is made. Reservations are for the specified time and date indicated only.

Play areas, basketball, volleyball, tennis courts, and other park amenities cannot be reserved. Must remain open access.

Hours: All Parks close at 10:00 p.m. Parks hours are from 9:00 a.m. to 10:00 p.m.

Rental blocks are: 9:00 a.m. – 3:00 p.m. or 4:00 p.m. – 10:00 p.m. for half day blocks (Sunday – Saturday) or 9:00 a.m. – 10:00 p.m. for all day block (Sunday – Saturday). *Modifications to block hours cannot be made.*

Cleanup: User shall leave the Facilities in a clean and orderly condition. All trash shall be disposed of properly and all equipment shall be returned to its designated location. Failure to properly clean the Park after use will result in a forfeiture of cleaning deposit and the perpetual suspension of reservation privileges in the future.

Cleaning Deposit: The Park will be inspected immediately following your reservation and the refund process will begin the following week. The refund may take up to 10 days to be processed. You will also be responsible for additional fees if damages are incurred at the facility.

Refunds: *A \$10.00 bookkeeping fee will be charged on all cancelations or changes made at least 45 calendar days prior to reservation date. No refund of reservation fee will be given for cancelations or changes made less than 45 calendar days prior to reservation date, no exceptions. Cleaning deposit will be refunded on cancelations. No refunds will be given for inclement weather.*

Sound Amplification Prohibited: This permit does not allow amplification of sound.

Supervision: User shall be responsible for providing adequate supervision of all participants, invitees, employees, and users of the Park as permitted herein and shall comply with all the provisions of this agreement including without limitation provisions regarding use of the Park by minors. User shall designate at least one additional responsible adult(s) for every 10 people in attendance at any activity for which the park is reserved to act as supervisors. All such supervisors shall identify themselves as authorized supervisors to the city upon request prior to the use of the Facilities by the user.

Damage: User shall use the Park in a safe, prudent, and responsible manner and only for the usual and intended purpose. User shall be liable for any damage resulting to the Park and caused by either the User or the persons he or she is responsible for supervising.

General Prohibitions:

- No Smoking or alcohol allowed in the City Parks.
- No gambling, fighting, quarreling, or use of profane language permitted.
- No private attractions, bounce houses, water slides, dunk tanks, mechanical bulls, etc. are permitted in the City parks.
- No improper use of facilities permitted.
- No soliciting or sale of merchandise, raffle tickets, or any services prohibited in the City parks.
- No vehicles are allowed to drive or park on the grass or enter any area other than the parking lot.
- All City and State laws must be followed.

Permit Requirements: Additional permits may be required. All permits must be with a responsible person at the facility during the reserved activity.

No Sponsorship: Unless otherwise agreed in writing, User shall not represent or imply that the City in any way sponsors, supports, or endorses the activities for which the Parks are to be used.

Assignment: Any amendment, modification, termination, or rescission affecting this Agreement shall be made in writing, signed by the parties and attached hereto. User shall not assign or transfer any rights under this Agreement.

Default: In the event User defaults in any of the covenants contained herein, the City may retain the full amount of any deposit as liquidated damages and/or cancel Users right to the use of Facilities. Alternatively, the City may take other appropriate legal action necessary to remedy any default by User. The City reserves the right to cancel User's right to use the Facilities at any time when deemed necessary for the best interest of the City. In the event of legal action, the defaulting party shall pay all costs and expenses, including reasonable attorney fees incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

Indemnity Clause: User agrees to assume the risk and to waive and release any and all claims it may have against the City and its officers, employees, agents, assigns, and sureties, for any damage, injury, loss, or expense, including attorney fees, arising out of or by reason of its use of the Facilities.

Integration Clause: This Agreement contains the entire understanding between parties with respect to the subject matter herein and supersedes all prior written and oral agreements and representations pertaining hereto.

Severance Clause: The invalidity or unenforceability of any part of this Agreement shall not invalidate or affect the remainder, which shall continue to govern the relative rights and duties of the parties as though the invalid or unenforceable part were not a part hereof.

Authorized Signature: I represent that I am authorized to represent the above named organization and that my signature is binding upon the organization.

Acceptance of Premises as Is: By signing below I affirm that I have had the opportunity to inspect the premises and I accept said premises in the current condition. The City assumes no liability for injury to, or damage to property of persons using City Parks pursuant to this Agreement.

Compliance with Regulations: User shall obey all directions and instructions from authorized City personnel and all applicable rules and regulations of the City regarding the use of the Park.

Contact: Questions call **801-576-6570** for the Recreation Department **before 5:00 pm on weekdays (Monday-Friday)**. After hours **(after 5:00 p.m. on weekdays or on weekends)**, call **801-831-7194** for the Parks Department on-call staff. For emergencies, call Draper City Police dispatch @ 801-840-4000.

_____ **(initial here)** I have read, understand, and agree to all the rules and policies of this agreement:

Signature of Renter: _____ Date: _____

Draper City Representative: _____ Date: _____