

RENTAL AGREEMENT

Security Deposit: A Security Deposit will be paid to the Livingston Recreation Association at the time of Rental Agreement Signing. **Pavilion or Small Room \$ 100. Large Hall - \$250.**

Rental Fees:

Pavilion - For **4** hour rental. 1-25 people **\$25** / \$1. per person over 25. Use includes picnic tables, access to our small kitchenette area and bathrooms in the building.

Large Hall - \$60 per hour (2 hour minimum). Use includes full access to the building, tables, chairs, kitchenette and bathrooms. **Occupancy** not to exceed **79**.

Small Room - \$30 per hour. Use includes tables, chairs, kitchenette and bathrooms. **Occupancy** not to exceed **29**.

Refund of deposit: The Security Deposit is only refundable if all terms and conditions of the agreement have been met and upon satisfactory inspection of the facilities by a designated member of the Livingston Recreation Association. If any damage is identified or additional cleaning is required, the Renting Individual will forfeit the security deposit plus any additional expenses. Deposit will be returned within 7 days of the event, if all is well.

Trash: It is the Renting Individual's responsibility to make sure that all trash (paper, cans, bottles, cups, etc), is removed from the park grounds and or building. Remember our Park has a **carry in / carry out policy**.

Parking: Parking is allowed in designated areas only. No Parking in front or alongside of the building, except for unloading and setup. These areas **must** be kept open for emergency vehicle turn around. Motor vehicles of any sort are not allowed on the ball fields.

Decorations: All decorations must be completely removed after the rental.
No burning candles, sparklers, glitter or confetti is allowed.

Pavilion- Please **Do Not** use staples to fasten decorations and table coverings. You may use thumb tacks or tape in the **Pavilion area ONLY**. Nothing is to be attached to the building walls or porches.

Inside of Building - All decorations Must be Free Standing! Decorations are not allowed to be nailed, screwed, tacked, taped, etc. to the walls or ceilings of the Hall. This rule also includes the exterior of the building and porches.

Time of Usage- Rental hours are to be followed per your agreement. All Events shall conclude by 9 pm so that the building can be cleaned and vacated by 10 pm. Noise and Music levels should be kept at a respectful level, so as not to interfere with our neighbors.

Kitchen / Hall / Pavilion / Bathrooms

1. Our kitchenette may be used as part of your rental agreement.
2. We ask that you put everything back where you found it. In the Hall and the Pavilion, chairs, tables, picnic tables should be returned to their original location if moved.
3. Please do not drag tables and chairs across the floors in the inside of building.
4. The areas used shall be cleaned up when done. Example: sink, stove and counters wiped off, floors swept, all trash cans emptied.

Food

1. If you are catering your own event, you will need your own coolers. Our kitchen only has one refrigerator.
2. At the end of your event all food will be taken home - nothing should be left or thrown out into the woods or on park grounds.

For the protection of both parties, we have a few rules and regulations which we require everyone to observe.

Smoke, Alcohol, Tobacco Free Park

CHILDREN

1. We ask that Parents or Guardians be responsible for the actions of their children while on the grounds.
2. Children should be supervised in the nature trail area, which is not visible from the pavilion or building. Both the nature trail and the entrance area of the park are part of a wetland. You must be aware of these water areas, as they differ from season to season.

Damages: The Renting Individual is responsible for the cost of any damages to the Park facilities or equipment. If the damages exceed the security deposit, the renter shall pay the owed balance within 30 days of being billed by the Livingston Recreation Association. If an attorney is required to collect sums owed, the renting individual shall

be responsible for paying the Livingston Recreation Association attorney fees and costs in recovering the damages, in addition to the damage repair costs.

INSURANCE CERTIFICATE

Personal Rentals for Residents- Proof of your Homeowners Certificate of Insurance should be provided by your agent to the Livingston Recreation Association, seven days prior to the event. Your liability coverage on your policy may help in any personal liable claims from your guests.

Commercial Businesses or Individuals using vendors at their event.

A Special Event Liability insurance **may be required** for some rental events. **All outside Vendors are required** to provide proof of THEIR insurance. Proof of insurance must be submitted by his/her agent to the Livingston Recreation Association, seven days prior to the event. These and any other questions will be addressed prior to the signing of the agreement.

livingstonrecparkassn@gmail.com

Proof of insurance due

AGREEMENT:

The undersigned is over 21 years of age and has read this form and the above rules and agrees to comply with them. He/she agrees to be responsible to the municipality for the use and care of the facilities.

The renter does hereby agree to defend, and hold harmless the Town of Livingston and the Livingston Recreation Association, Inc. and their representatives from and against all liability, loss, damages, claims, or actions (including costs and attorney fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of the Livingston Recreation Association Park Property and facilities.

I/We accept usage pursuant to all terms of application and acknowledge liability for cost and repairing or replacing any damage to the premises.

Agreement will be signed at your meeting with the Event Coordinator

Livingston Recreation Association 518-851-9441 Extension 330