

## **PAVILION/GAZEBO - LIABILITY WAIVER AGREEMENT**

### Facility Rental Terms and Conditions

The name listed on the Rental agreement shall herein be considered the 'Renter'

1. Renter will ensure compliance with the City Codified Ordinances relating to occupancy, park rules, fire, and safety regulations, as well as all local, state, and federal laws governing the use of the facility and group behavior.
2. Renter must be present for the duration of the rental period, and is responsible for supervision of all guests during use of City of Avon Lake's rental facility.
3. Renter is responsible for any willful and/or accidental damage caused by the rental group during the use of the City of Avon Lake's facility, grounds, and/or equipment and shall be responsible for the prompt reimbursement to the City of Avon Lake for the amount of any damage to the aforesaid property.
4. There is no prorated refund if the rental group does not use the facility for the full rental time as detailed on this receipt.
5. Rental activities are to take place between the hours of 8 a.m. and 11 p.m. unless prior written consent is given by the City of Avon Lake Parks and Recreation Department and is noted on this document.
6. Rental groups are not permitted access to the facility before or after the time indicated on this document. Set-up and clean-up time must be included in rental time.
7. Controlled substances and alcoholic beverages are not permitted in City of Avon Lake's parks, rental facilities, and/or outdoor public areas.
8. Decorations are permitted so long as they are not applied using tape, nails, tacks, staples, or any other damaging items to the ceilings, floor, pillars, tables, benches and/or any other park structure, equipment and/or property.
9. No candles, incense, and other kinds of open flames are permitted inside rental facility. Open flames will be restricted to outdoor grills.
10. Renter is responsible for clean-up of the facility - the facility must be left in the condition in which it was found. Clean-up includes removing all food, food debris, decorations, picking up the garbage and placing it in or near trash receptacles.
11. All personal items and equipment brought to the facility by the rental group must be removed following the rental. The City of Avon Lake is not responsible for lost, stolen, misplaced and/or broken personal items or equipment.
12. Renter must be at least twenty one (21) years of age.
13. Gambling and games of chance are prohibited.
14. Approval by the Parks and Recreation Department is required if an event will involve admission fees or fundraising.
15. Failure to abide by these terms and conditions may result in the revocation of this rental.

### Payment & Cancellation Policy

Payment in full is required at the time of rental. Requests for cancellation of a Facility Use Agreement must be received in writing. 100% refunds will only be issued for cancellations made two or more weeks in advance of the rental date. No refunds will be made for cancellations less than two weeks before the date of rental.

Hold Harmless Agreement

The Facility Use Agreement holder agrees to indemnify and hold harmless the City of Avon Lake and its agents and employees against all claims, damages, losses, and expenses, including but not limited to attorney fees, sustained by any person or persons and arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss, or expense is not solely attributable to or caused by the negligent act or omission of the City of Avon Lake, its employees, agents, or subcontractors.

Privacy Policy:

Credit Card information is not retained by using this system.

**I HAVE READ AND AGREE TO THE ABOVE WAIVER:**

Rental Facility Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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