

CONTRACT FOR RENTAL OF MARION PARK

Wedding Receptions, Dances, Reunions, Picnics, and other events requiring use of Park Facilities.

we, (I) _____ agree to the following:

1. To obtain all necessary permits
2. No Staples, Nails, Tacks or such are to be used in or on the pavilion.
3. To provide proper supervision for all activities, (Dance Cop, etc)
4. To Clean all Facilities Used which includes: Pavilion (MUST BE MOPPED), Grounds, Beer Hall, Restrooms (Clean toilets, urinals, garbage and sinks)
5. Must Remove all Garbage (Any Garbage left, Will be removed by Town Crew, and expense will be deducted from renters' security deposit)
6. When renting the Park for a Saturday, Park MUST be cleaned by 10:00am, Sunday morning
7. Keys Must Be Returned No Later than 10:00am the following Monday Morning
8. IF Any Tables or Chairs are missing following the rental, I Will be responsible for the replacement cost, to be deducted from the security deposit _____ INITIALS OF RENTER

RENTER: _____ DATE: _____

PARK and FACILITY RENTAL RISK RELEASE and WAIVER of LIABILITY

In consideration of use of Marion Park and/or Pavilion which resides in the Town of Jacobs for an event, I recognize and acknowledge that there may be certain risks of personal injury and property loss arising from the event, and I agree to assume the full risk of any injuries, including death, loss or damage of property from conducting the event.

I agree to waive and relinquish all claims I may have as a result of hosting the event.

I agree and covenant to indemnify, defend, and save harmless the Town of Jacobs and those persons who were, now are, or shall be duly elected or appointed officials or members or employees thereof, of the Town of Jacobs, against and from any loss, damage, cost, charge, expense, liability claims, demand or judgement of what so ever kind or nature whether to persons or property, arising wholly or partially out of any acts, action, neglect, omission, or default, on the part of the event participants or Town of Jacobs.

In case of suit or cause of action shall be brought against the Town of Jacobs on the account any act, action, neglect, omission, or default on the part of the event organizers or participants, I hereby agree and covenant to appear and assume the defense thereof and to pay any and all costs, charges, attorney fees and other expenses, and any and all judgements that may be incurred or obtained against the Town of Jacobs. In the event the Town of Jacobs is required to institute legal action and/or participate in legal action to enforce this indemnification and hold harmless clause, I agree to immediately notify the Town of Jacobs in writing at PO BOX 184 Glidden WI, 54527 of any claim or suit against the Town of Jacobs to which the paragraph applies. The indemnification provisions have been mutually negotiated between the parties.

I HAVE READ THE ABOVE AND AGREE TO ABIDE BY ALL TERMS AND CONDITIONS SET FORTH IN THE RISK RELEASE AND WAIVER OF LIABILITY

Printed Name: _____ DATE: _____

Signed Name: _____

Clerk/Treasurer: _____ DATE: _____