

SHELTER RESERVATION



DATE(S) REQUESTED: _____ NORTH CITY SHELTER

_____ SOUTH CITY PAVILION

HOURS REQUESTED: _____ MUSIC IN THE PARK PAVILION

_____ VARD MEADOWS SHELTER

OF ATTENDEES: _____ WILLOW BAY PAVILION

Contact Name: _____

Organization Name (if applicable) _____

Contact Mailing Address: _____

City: _____ State: _____ Zip: _____

Contact Email Address: _____

Contact Phone Number (including Area Code) _____

AKNOWLEDGEMENT OF PARKS RULES & REGULATIONS (please initial each)

____ NO alcoholic beverages except by permit (*Willow Bay Pavilion is the exception*):
any alcohol waiver requires signed consent of either Mayor or Chief of Police.

____ Curfew: Parks closed to the public from 11 pm to 6 am.

____ NO motorized vehicles allowed to drive or park on grass: NO driving or parking is
permitted on grass or other landscaped surfaces without prior approval by the Parks
Superintendent. (Failure to comply will result in fines & loss of park privileges)

____ NO glass containers allowed.

____ NO pets without a leash.

____ Accept the use of the facilities as "as in" conditions. Damage deposit will be returned BY
REQUEST ONLY within 60 business days: You are RESPONSIBLE for your own
cleaning. (Please make this check separately)

____ NO smoking in shelters, bathrooms, or around playground equipment.

____ Reservations are limited to park shelters only, CANNOT be used for park playgrounds.

____ IF electricity is needed, please contact Parks Superintendent.

___ IF Idaho St. needs to be closed between Bannock Ave. and Tyhee Ave. for the event, permission must be granted by the City Council and carried out by the Chief of Police.

___ Bouncy houses ALL need approval from Parks Superintendent.

___ The Lessee will be responsible for leaving the shelter, surrounding grounds & restrooms in a neat and clean condition (in the same condition they were before applicants use). Failure to do so will result in loss of damage deposit, shelter reservation privileges, and the Lessee may be billed for clean-up costs incurred by the City at a rate of \$20/hour.

___ Commercial activities such as concerts, auctions, and garage sales are banned from all parks unless agreements, permits, or variances have been granted by the City Council.

___ Shelter Reservation for the weekend must be made before noon on the preceding Friday. Twenty-four (24) hour notice is required on weekdays.

Please make checks Payable to: CITY OF AMERICAN FALLS

ITEM	QUANITY	RATE	SUBTOTAL
Shelter Fee (Individual)		\$50.00	
Shelter Fee (Nonprofit) <u>One-time</u> fee per year for multiple events		\$25.00	
Damage Deposit (Refundable)		\$100.00	
Portable Restroom (if additional restrooms needed) <u>Contact & coordinate with the Parks Superintendent ASAP!</u>		\$100.00	
Extra 300-gallon Garbage Can		\$20.00	
TOTAL			

Failure to Abide by the Rules may result in any combination of the following: Failure to abide by these rules and other statutes of the City of American Falls may result in your party's ejection from the park, prosecution with misdemeanor violations with jail and/or fines or being blacklisted for being able to reserve facilities in the future at the discretions of the Parks Superintendent and/or Mayor.

SIGNATURE OF LESSEE: _____

EMPLOYEE RECORDING TRANSACTION: _____

DATE: _____

Return Date of Deposit:

Mailed:

Picked Up:

RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

APPLICATION FOR WAIVER TO CONSUME BEER, WINE OR ALCOHOLIC LIQUOR
(Ordinance #495)

NORTH SHELTER ()
SOUTH SHELTER ()
VARD MEADOWS ()
MUSIC IN THE PARK PAVILION ()

The LESSEE agrees, and shall insure, the group will abide by all laws of the State of Idaho regarding possession and use of Alcoholic Beverages, including but not limited to:

_____ Minor Consumption
_____ Driving under the influence of alcohol
_____ Disturbing the peace

Signature of Lessee

APPROVED () DISAPPROVED ()

DATE: _____ MAYOR or CHIEF OF POLICE _____

Denial of this permit may be appealed to the City Council.

APPLICATION FOR WAIVER OF PARK CURFEW
(ORDINANCE #497)

NORTH SHELTER ()
SOUTH SHELTER ()
VARD MEADOWS ()
MUSIC IN THE PARK PAVILION ()

The LESSEE agrees, and shall insure, the group will abide by all City and State of Idaho laws including, but not limited to:

_____ Nuisances
_____ Disturbing the Peace
_____ Littering

Signature of Lessee

APPROVED () DISAPPROVED ()

DATE: _____ CITY CLERK _____

Denial of this permit may be appealed to the City Council.

RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, hereinafter collectively referred to as "Releasor", for himself/herself, his/her insurers, administrators, executors, personal representatives, successors and assigns, for and in consideration of permission to place and use inflatable toys or large canopies in the park of the City of American Falls, Idaho, said permission granted by the City of American Falls, hereinafter referred to as "Releasee", as a courtesy, and granted simultaneously with the execution hereof, Releasor does hereby release, remise and forever discharge Releasee, its respective insurers, agents, officers, employees, servants, successors and assigns, and each of them, of and from any and all claims, demands, rights or causes of action of whatsoever kind or nature which Releasor has ever had or may now have or may hereafter have, whether known, or unknown, foreseen or unforeseen, arising from or by reason of, or in any way connected with or as a result of any circumstance relative to Releasor's placement and use of inflatable toys or large canopies in City parks, wherein Releasor or any other individual might sustain certain losses, personal injuries, economic or financial damages, and/or property damage or loss.

Releasor represents that he/she has not relied on any statement of Releasee or any expert, agent or attorney of Releasee in electing to make this compromise.

Releasor declares that no promise, inducements nor agreements not herein expressed have been made to Releasor, and that this agreement contains the entire agreement between the hereto and the terms of this release agreement are contractual and not a mere recital.

Releasor represents that at the time of the execution of this release agreement that he/she is of legal age and is of sound mind.

It is expressly understood and agreed by Releasor that the above permission is, in fact, full and adequate consideration to be received as aforesaid from Releasee, and that Releasor will satisfy

any all subrogation demands, or expenses as might be asserted, if any, and in the event that any demand is made upon any of the parties released herein or their agents and/or representatives for additional payment that Releasor does hereby covenant and agree to indemnify and save harmless Releasee, its respective insurers, agents, officers, employees, and servants, and any and persons, firms or corporations, and each of them, from any and all claims and/or demands as might be asserted by such third parties.

Releasor further states that it he/she has carefully read the foregoing release and knows the contents thereof, and that he/she signs the same of his/her own free act.

DATED this _____ day of _____, 20____.

Releasor