

**PAVILION/PICNIC AREA/CLUB HOUSE
AGREEMENT**

Responsible Person(s): _____ Application Date: _____

Address: _____

Phone: _____ Purpose: _____

Date Requested: _____ Time: _____ Group: _____

Please Check Appropriate Box:

City Hall Park Pavilion
9959 Highway 70

IH Park Pavilion
4523 Canada Road

Zadie E. Kuehl Park Pavilion
3065 Yukon Drive

This is an agreement between the City of Lakeland (City) and the above named person(s) (responsible person). If more than one person is named, each shall be jointly and severally responsible under this agreement. In consideration of their mutual promises contained herein, the parties hereby agree as follows:

1. **PERMISSION TO USE:** The City hereby gives the above named person(s), permission to use the facility indicated above during the requested time period for the stated purpose. Use of the area shall not constitute a tenancy of any kind; this agreement is not a lease. The common area(s) around the pavilion(s) and outlined picnic area(s) are not part of this agreement and must be open to free use and access to the public at all times. This permission is personal to the above named person(s) and may not be assigned by such person(s) in whole or in part.

2. **RENTAL FEES:** A **non-refundable fee of \$100 per day** and a **refundable cleanup deposit of \$50** are due and payable to confirm your reservation for the above named facility. **All fees collected will be deposited into the City's account. A refund check will be issued for the refundable cleanup deposit provided the facility is left in an "acceptable" condition following your event.** An "acceptable" condition is defined as trash being placed in proper receptacles and the facility being left free of any physical damage.

3. **PURPOSE AND RESTRICTIONS:** The responsible person(s) may not use the property for any purpose other than that described above. The responsible person(s) agree(s) to abide by all rules and regulations, posted and/or provided by the City of Lakeland concerning parks.

4. **RELEASE:** The responsible person and all of its guests, invitees and agents shall assume all risks of use. The responsible person(s) shall indemnify, defend and hold harmless the City from any claims, demands, expenses, attorney fees and liability arising out of the responsible person's use. The responsible person(s) further agrees that the City shall not be liable in any way for any matter, cause, action or omission with respect to the pavilion and park area or the adjoining areas and grounds and that the City is hereby released and discharged from any and all liability of any kind with respect thereto. City and responsible person(s) are not partners, joint ventures, principals, agents or otherwise related in any way.

Signed: _____

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City Manager, Waiver of Rental Fee

Date: _____