

## VILLAGE OF VANDALIA PARK RENTAL AGREEMENT

Now, therefore, in consideration of mutual promises, covenants, and conditions herein contained, the Village of Vandalia and the undersigned, herein referred to as "Renter" agrees as follows:

1. **FACILITY** - The following describes rental fees and rental periods. Some of these items will be referred to in this agreement. These items are in accordance with the fee structure established by the Village of Vandalia Council. The rental amount **MUST** be paid by the "Renter" to the Village of Vandalia and **RECEIVED** in the Village office **ON THE DATE THIS AGREEMENT IS EXECUTED.**

**RESIDENT RENTAL FEE**

**NON-RESIDENT FEE**

**RENTAL PERIODS**

No Charge  
(proof of residency required)

\$100.00

Parks closed dusk to dawn

**RENTERS MUST BE 21. STATE I.D. OR DRIVER'S LICENSE MUST BE PRESENTED AT SIGNING OF AGREEMENT.**

2. **SECURITY DEPOSIT** - All renters shall pay a **security deposit of \$30.00.** The security deposit **shall** be totally forfeited for any of the following reasons. a. Anything less than **total cleanup.** The penalty for not **totally cleaning** the grounds after your use will be loss of your entire deposit. The renter will be billed for any cleanup, repair, and/or replacement costs that exceed the security deposit.

3. **ACTIVITIES NOT PERMITTED** - "Renter" shall be prohibited from allowing any of the following activities during rental period:

- a) No person shall possess or consume alcoholic beverages in the Village parks
- b) No person having the use of the parks shall place permanent decorations in the shelter or on the grounds.
- c) Sales of any kind for profit by organizations or individuals (renter cannot charge a fee for admission into event, such as a party cover charge).

4. **CLEANUP PROCEDURES** - Prior to the expiration of the rental period, Renter shall leave the facility clean and ready for the next group. Renter will not be allowed to return at a later date to clean the parks. Cleanup is your responsibility and shall include the following procedures:

- a) Wipe all picnic tables and benches.
- b) Renter must provide own trash bags, bag and close all trash and debris and place into the trash cans.
- c) Assure that all grounds and parking lot are free of trash, bottles, cans, etc.

5. **ATTORNEY'S FEES** - Renter hereto agrees to pay the reasonable attorney's fees incurred by the Village in enforcing the terms of this agreement in the event of a violation of the terms or covenants herein contained by Renter.

- a) The Village of Vandalia shall not be liable to Renter for any personal or property damages sustained by Renter arising out of, or in any manner connected with, any activities by this agreement and/or any activities and/or incidences incidental thereto.

**Park Rental Agreement**

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**6. INDEMNIFICATION CLAUSE:** In consideration of the granting of this agreement by the Village of Vandalia Council, Renter hereby agrees to indemnify, hold harmless and defend the Village of Vandalia from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, or expense of whatsoever reason of damage to or destruction of any property, including the loss thereof, arising out of or in any manner incidences incidental thereto, or which the Village of Vandalia may sustain or incur in connection with any litigation, investigation, or other expenditures incident thereto, including any suit instituted by the Village, under this indemnification clause to the fullest extent permitted by law, except that Renter shall not indemnify the Village of Vandalia for the sole negligence of the Village of Vandalia.

The **Rental Fee** of \_\_\_\_\_ Dollars will cover the rental of the Village Park on the \_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_ and include the A.M. and/or P.M. session(s).

**IN WITNESS WHEREOF, THE VILLAGE OF VANDALIA AND RENTER EXECUTE THIS AGREEMENT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_.**

**THE VILLAGE OF VANDALIA**

**BY** \_\_\_\_\_  
Signature

**RENTER**

**BY** \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name