

MILFORD FLORENCE PARK  
806 N AVENUE, SUITE 4  
P.O. BOX 536  
MILFORD IOWA, 51351  
(712) 338-2741

POLICY AND AGREEMENT

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Cell: \_\_\_\_\_

Type of Event: \_\_\_\_\_

Rental Date/Dates: \_\_\_\_\_ Beginning Time: \_\_\_\_\_ End Time: \_\_\_\_\_

**The shelter is available for use beginning at 8:00 AM on the day of the event. The event must end by 10:00 PM on the date of the event. There will be no exceptions. The Police Department locks and unlocks the doors. If it is not unlocked when you arrive, contact the Dickinson County Dispatcher at 712-336-2525 and the on duty officer will come unlock the doors for you.**

# \_\_\_\_\_ of Days @ \_\_\_\_\_  
Other \_\_\_\_\_  
Total Fee \_\_\_\_\_

A **non-refundable deposit** of one-half of the rental fee is due at the time the reservation is made. The dates requested will not be reserved until the deposit is received. The remaining balance needs to be paid before the day of your event.

	<u>Amt Paid</u>	<u>Date Paid</u>	
Deposit	_____	_____	
Other Payments	_____	_____	
Final Payment	_____	_____	Key Issued _____

**CLEAN UP:** The event must end by 10:00 PM. Cleanup of the shelter must take place immediately after the event ends. All renters must clean off tables and chairs, and return tables and chairs to their original locations. The Contracting Party must provide their own cleaning supplies. All items brought in by the renter must be removed. If items remain in the room after 6:00 AM the following day you will be charged an additional rental fee.

**If cleanup in addition to the normal cleanup is necessary you will be charged a minimum of \$50 plus an additional \$25 per hour.**

**PARKING/UNLOADING:** Do not drive into Florence Park to park any vehicles or unload them. All vehicles must be parked on one of the public streets surrounding the park.

I, the undersigned, have carefully read and understand the terms and conditions of this agreement. I agree to fully abide by the terms of the agreement. I have voluntarily executed this agreement.

Contracting Party: \_\_\_\_\_

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

City of Milford: \_\_\_\_\_

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

Please complete the front and back of this contract.

READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

Rental and Indemnification Agreement, Release Form and Waiver of all Claims

1. AGREEMENT: The consideration for being allowed to use the Florence Park Shelter is that the undersigned voluntarily enters into the following agreement.
2. USER ACKNOWLEDGES AND ASSUMES ALL RISK: The undersigned hereby voluntarily assumes any and all risks, including injury to their person and their group/guests now or in the future which may be caused as a result of the use of the Florence Park Shelter.
3. INTENTION OF THE PARTIES TO COMPLETELY DISCHARGE THE COMMUNITY CENTER AND THE CITY OF MILFORD AND HOLD THEM HARMLESS FROM ALL CLAIMS: It is the intention of the parties that in consideration for permission to use the Florence Park Shelter is that the undersigned and all of the undersigned's group/guests voluntarily releases, waives, discharges, and holds harmless the Florence Park Shelter and the City of Milford and their owners, employees, agents, affiliates, and Insurance Company from any and all claims, demands and causes of action of any nature whatsoever which they, their estates, spouses, family, members, assigns, successors, and others they allow to use the Florence Park Shelter may have against either or all of them, for, on account of, or by reason of the assumption of risk.
4. COVENANT NOT TO SUE: The undersigned covenants that the undersigned shall not now or at any time in the future directly or indirectly commence or prosecute any action, lawsuit, or other proceedings against the Florence Park Shelter or the City of Milford and their owners, employees, agents, affiliates, and Insurance Company concerning, arising out of, or related to the actions, claims, and demands hereby waived, released, or discharged by the undersigned.
5. ASSURANCE BY THE UNDERSIGNED: The undersigned has full power, authority, capacity and right without limitation to execute, deliver, and perform this release.
6. THIS AGREEMENT AND RELEASE IS BINDING AND UNCONDITIONAL: This Agreement and release is unconditional and shall be binding upon the undersigned and the undersigned's spouse, legal representative, heirs, successors, and assigns, and parents or guardians.
7. THE USER AGREES TO INDEMNIFY AND DEFEND THE FLORENCE PARK SHELTER AND THE CITY OF MILFORD: The undersigned will indemnify and defend the Florence Park Shelter and the City of Milford and their owners, employees, agents, affiliates, and Insurance Company, for any lawsuits or causes of action brought against the Florence Park Shelter, City of Milford and their owners, employees, agents, affiliates, Insurance Company due to the use of the Florence Park Shelter.
8. PAYMENT FOR DAMAGES CAUSED BY USER: The undersigned will pay for damages to the facility caused by their use of the facility.
9. The undersigned states that he or she has inspected the premises and found it in good repair and free from any defects.
10. The undersigned understands that he or she is responsible for the Florence Park Shelter during the time of his or her use and understands that he or she will have to pay for any amounts required to bring the Florence Park Shelter back into the same condition as it was prior to his or her use.
11. The undersigned shall not allow the sale, possession, consumption of alcohol by any one under the legal drinking age at any time.
12. THE ABOVE IS GOVERNED BY IOWA LAW IN THE IOWA DISTRICT COURT FOR DICKINSON COUNTY.
13. THE UNDERSIGNED HAS CAREFULLY READ THE ABOVE: The above has been carefully read by the undersigned, and the undersigned fully understands its terms and it is voluntarily executed.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

User Sign Here \_\_\_\_\_ Age \_\_\_\_\_

User Print Here \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_