

# City of Milford

## Florence Park

### Rental Rules and Regulations

#### **Rental Fees**

Florence Park cannot be reserved until the Renter has completed and signed the Florence Park Rental Agreement; and rental fee received. The Renter signing the agreement shall be personally responsible for the payment of the rental fee.

Rental Fee - \$50/day (for an additional \$25 you may rent the shelter house after 5 PM the day prior to the rental date based on availability.)

220 Volt Plug in - \$25/day

#### **Cancellation**

Renter may cancel this Lease Agreement by giving notice to the City. If the notice is 10 days or more prior to the rental date, the City will refund 50% of the rental fee. The rental fee is non-refundable if the Renter cancels less than 10 days prior to the rental date.

#### **Clean-Up**

Clean up of the shelter must take place immediately following the event. The Renter must clean off all tables, chairs, and return them to their original locations. Trash containers must be emptied. The Renter must provide own cleaning supplies. All items brought in by the renter must be removed. If items remain in the shelter house 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**

There is to be no parking on the grass. You may drive into the designated areas of the park; otherwise all vehicles must be parked on one of the public streets surrounding the park.

## 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 FLORENCE PARK SHELTER 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 \_\_\_\_\_, \_\_\_\_\_.

Renter Sign Here \_\_\_\_\_ Age \_\_\_\_\_

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

Address \_\_\_\_\_

Telephone \_\_\_\_\_

**City of Milford**  
**Florence Park Rental Agreement**

903 J Avenue

City Clerk's Office 712-338-2741; [info@milford.ia.us](mailto:info@milford.ia.us); fax 712-338-2743

Name of Renter: \_\_\_\_\_

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

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

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

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

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

**Rental Fee: \$50.00** Date Paid: \_\_\_\_\_ Cash or Check No. \_\_\_\_\_

Access Code (4 digits) \_\_\_\_\_

**The four (4) digit access code will allow you access to the shelter beginning at 8:00 AM on the rental date/dates provided. The event must end by 10:00 PM on the rental date/dates; there will be NO EXCEPTIONS. If there are issues with accessing the shelter call (712) 330-4553 for assistance.**

**Agreement**

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.

Signature of Renter: \_\_\_\_\_ Date: \_\_\_\_\_

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