

## City of Libby

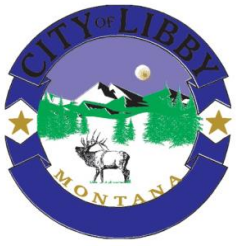
952 E. SPRUCE | POST OFFICE BOX 1428

LIBBY, MT. 59923 | Phone 406-293-2731 | Fax 406-293-4090 | Website: [www.cityoflibby.org](http://www.cityoflibby.org)

# Fred Brown Pavilion Rental Agreement

I/We, \_\_\_\_\_, hereinafter referred to as "Renter" agree to rent from the City of Libby the Fred Brown Pavilion located at Riverfront Park on the date(s) of \_\_\_\_\_, from the hours of \_\_\_\_\_ am pm to \_\_\_\_\_ am pm upon the following terms and conditions:

1. Renter agrees to thoroughly clean-up the premises after use. This includes, but is not limited to, the returning of tables owned by the City to the pavilion, the sweeping of the pavilion floor, and the removal of all debris on the grounds around the pavilion. Renter shall have use of the grounds around the pavilion as marked by signs or posts. The area shall extend to the boat ramp road.
2. Renter will see to it that the access to the Asbestos Memorial Pavilion and the road to the boat ramp is not blocked by its guests.
3. Renter agrees to pay a user fee of **\$50** and to pay a cleaning/damage deposit of **\$300**. The deposit will be returned within 3 business days after rental if, after inspection, there has been no damage to the rented premises and the premises has been properly cleaned-up. Deductions shall be made for the cost incurred by the City in cleaning the premises to the condition they were in at the time of rental and for repairing any damage. Before incurring the cleaning cost, the City will contact Renter and give Renter the opportunity to properly clean the premises in a prompt manner.
4. User will provide additional tables and chairs as needed. Tables in the Asbestos Memorial pavilion **MAY NOT** be removed for use in the Fred Brown Pavilion.
5. Music and alcohol use must cease by midnight.
6. Tents/canopies may **NOT** be secured on the park grounds by pegs driven into the ground. Pegs may damage the sprinkler system. Violators will be liable for repair costs to the underground irrigation system.
7. Whether use is for profit or non-profit purposes, the Renter will purchase event insurance in the amount of \$1,000,000 for the event and provide proof of such coverage to the City. The City shall be named as an additional insured under the policy. If alcohol is to be made available to attendees, Renter shall use a licensed liquor caterer.
8. Renter personally and severally assumes liability for injuries incurred by attendees at the event and shall hold the City of Libby harmless and indemnify the City from any such injuries.
9. Renter will be responsible for providing sufficient additional port-a-potties to accommodate the number of expected guests at the event.



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10. Renter personally and severally assumes liability for injuries incurred by attendees at the event and shall hold the City of Libby harmless and indemnify the City from any such injuries.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

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**Renter Signature(s)**

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**Renter Telephone #**

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**Renters Email**

Updated September 2016