



City of Libby

952 E. SPRUCE | POST OFFICE BOX 1428

LIBBY, MT. 59923 | Phone 406-293-2731 | Fax 406-293-4090 | Website: www.cityoflibby.com

Rent \$ _____	Check# _____	Date _____
Deposit \$ _____	Check# _____	Date _____
Date Deposit Returned _____		

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 (**initial below**):

_____ **Renter agrees to pay a user fee of \$100 and to pay a cleaning/damage deposit of \$300.** The deposit will be returned within 5 business days after rental if, after inspection, there has been no damage to the rented premises, and the premises have been properly cleaned. Deductions shall be made for the cost incurred by the City in cleaning the premises to the condition it was in at the time of rental and for repairing any damage. Cleaning includes, but is not limited to, returning tables owned by the city to the pavilion, sweeping the pavilion floor, removal of all debris on the grounds around the pavilion, **cleaning the restrooms and hauling away trash created by the event.** (See attached checklist.)

_____ **Tents/canopies/yard games/etc. MAY NOT be secured on the park grounds by pegs/stakes driven into the ground. Pegs/stakes may damage the sprinkler system.**

_____ **Vehicles MAY NOT drive on or park on the grass.**

_____ **The rocks bordering the park MAY NOT be repositioned or moved.**

Violators will be liable for repair costs to the underground irrigation system.

_____ Music and alcohol use must cease by midnight. Noise variance requests must be submitted in writing to the administrator for council approval.

_____ If alcohol is sold to attendees, Renter shall use a licensed liquor caterer.

- _____ Renter will be responsible for inspecting and cleaning park bathrooms and providing sufficient porta-potties to accommodate the number of expected guests at the event. **If more than twenty-five (25) people are expected, one porta-potty PER twenty-five (25) people is required.**
- _____ 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.**
- _____ Renter shall have use of the grounds around the Fred Brown pavilion and immediate surround grounds as necessary for renter requested event. Renter will see that the access to the Asbestos Memorial Pavilion and the boat ramp access road are not blocked by its guests.
- _____ To ensure that your event is not disrupted by the park sprinklers, please notify the city office if your event will continue into the evening hours. Please contact the city office at 293-2731 by 12:00 pm on the day of your event or by 12:00 pm on the Friday before your weekend event.
- _____ Renter will purchase event insurance in the amount of not less than \$1,500,000 per occurrence and provide proof of such coverage to the City. The City shall be named as additional insured under the policy. 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. This Agreement adheres to the City's liability limitations under § 2-9-108, MCA. Proof of insurance satisfactory to the City must be received in time for review prior to the event, or the City reserves the right to release the pavilion reservation. **Proof of insurance must be attached to this form.**
- _____ Multi-day renters are responsible for the general cleaning and maintenance of the City's flush toilet facility during their event. The term maintenance includes ensuring the tissue dispenser has adequate paper. A member of the group must be designated for this task at the time of rental. Supplies are at the expense of the renter.
- _____ **All renters, especially multi-day renters, are responsible for removal of all trash generated by their event. Multi-day renters must secure additional trash receptacles and/or contract with Evergreen Disposal for a large dumpster for their event.**
- _____ Violation of these requirements will result in forfeiture of deposit.

Dated this ____ day of _____, 20 ____.

Printed Name: _____

Renter Signatures (s) _____

Renter Phone: _____

Renter email: _____

Designated person responsible for cleaning and maintenance for multi-day events:

Name: _____ Phone: _____



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Fred Brown Checklist

***You will be charged for any cleaning required or damage to the premises. Please use this checklist before you leave. We hope you enjoyed the facility, and it served your needs.**

☐ **5 Picnic tables returned to original position.**

(TABLES ARE NOT TO BE REMOVED FROM PAVILIONS)

Asbestos Memorial Pavilion is not included with the Fred Brown Pavilion Rental!!

☐ **Pavilion floor swept and debris removed.**

☐ **All debris removed from grounds around pavilion.**

☐ **Sink and counter thoroughly cleaned.**

☐ **Premises thoroughly cleaned after use.**

☐ **Trash removed and replace can liners (take out what you bring in).**

☐ **Bathrooms clean.**

☐ **Any new damages noted:**