# *City of Libby*

**952 E. SPRUCE**

 **POST OFFICE BOX 1428 Phone 406-293-2731**

 **LIBBY, MT 59923 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 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. Before incurring the cleaning cost, the City will contact Renter and give Renter the opportunity to properly clean the premises in a prompt manner.

**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.**

1. Music and alcohol use must cease by midnight. Noise variance requests must be submitted in writing to the administrator for council approval.
2. If alcohol is sold to attendees, Renter shall use a licensed liquor caterer.
3. Renter will be responsible for providing sufficient port-a-potties to accommodate the number of expected guests at the event. 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.
4. Renter shall have use of the grounds around the Fred Brown pavilion and immediate surround grounds as necessary for renters 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.
5. 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 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. Proof of insurance must be attached to this form.

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

Renter Signatures (s)

Renter telephone # Renter email