



City of Libby

952 E. Spruce/ PO Box 1428

Phone 406-293-2731/Fax 406-293-4090/Website: 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**.

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.

Music and alcohol use must cease by midnight (12:00am). Noise variance requests must be submitted in writing to the City Clerk for council approval.

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

- 2) Renter will be responsible for providing sufficient porta potties to accommodate the number of expected guests at the event. One porta-potty per twenty-five people. The 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.
- 3) 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.

- 4) To ensure that your weekend event is not disrupted by activation of the park sprinkler system, please contact the city office at 293-2731 by 12:00pm on the Friday before your event if your event will continue into the evening hours.
- 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.
- 6) Renter is responsible for picking up the Keys at City Hall for any weekend events by Friday at 4:45 pm. Renter is responsible for returning the keys to City Hall in person the following Monday or deposit will not be returned.
- 7) Renter will be responsible for turning off all power and locking the power box or deposit will not be returned.

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 Kootenai Disposal for a large dumpster for their event.

Violation of these requirements will result in forfeiture of deposit

Dated this ____ day of _____, 20____.

Renter Signatures (s)

Renter telephone #

Renter email

Designated person responsible for cleaning and maintenance for multi day events.

Name:

Telephone #