DEPOT IN THE PARK SHELTER RENTAL/USE AGREEMENT Park Department - 402-533-8589

NOTE: THE ALL-SEASON RESTROOMS ARE NOT A STORM SHELTER

The deposit will automatically be forfeited for any party that does not pick up the key from City Hall between the times of Monday through Friday, 8:00 a.m. to 4:30 p.m. and requires special accommodation from the Park Department Staff to obtain the key.

The undersigned hereby requests use of the Depot in the Park Shelter by

_____(person/organization) for

the purposes of_____

For and in consideration of the use of said Depot in the Park Shelter, the undersigned hereby specifically agrees to the following terms and conditions and specifically shall be bound by all provisions of this agreement.

- 1. The premises shall be used only for the purposes specified hereinabove.
- 2. The premises shall be used for such purposes by the undersigned on ______, from ______ to _____.
- 3. The undersigned shall be specifically responsible for obtaining a key to the facility from the City of Blair during regular business hours and shall return the key to the facility immediately upon termination of the use.
- 4. Configuration of the premises including placement of tables or chairs shall be restored to the condition prior to the use of the premises.
- 5. No alcoholic beverages or liquor shall be possessed or consumed on the premises and the undersigned shall take all reasonable precautions and actions to enforce such prohibition.
- 6. The undersigned shall be specifically responsible for cleaning the facilities upon termination of the use.
- 7. No decorations including but not limited to use of nails, tacks, staples, other metal penetrating objects, tapes, or adhesives may be used without prior permission from the City Administrator. Any decorations or other display for which authorizations have been granted shall be removed upon termination of the use by the undersigned.
- 8. The undersigned covenant that the undersigned will not use the premises for any illegal purposes nor will the undersigned permit same to be used for any unlawful business or purpose whatsoever: that the undersigned

will not permit any nuisance on said premises; that the undersigned will instruct any guests and invitees as to the covenants herein and not permit any activities or conduct by any guests or invitees which are prohibited or required herein.

- 9. The premises shall be utilized in compliance with the Regulations of the State Fire Marshall.
- 10.The undersigned agrees to a rental fee for either a partial day or for a full day and a deposit fee of \$50.00 to be paid prior to reservation of the facility. The deposit fee shall be returned to the undersigned following deductions for any necessary clean-up and care undertaken by the City of Blair following the reservation period. The deposit fee shall be forfeited if the Depot doors are not securely locked and/or the rental key is not returned to City Hall by 9:00 a.m. the morning following the rental. The undersigned shall be liable for any costs of clean-up or care incurred by the City of Blair that exceed the amount of the deposit. Non-profit organizations shall not be subject to the rental fee. However, non-profit organizations shall be responsible for clean-up and care of the facility as stated herein.
- 11.<u>THE UNDERSIGNED MAY SPECIFICALLY BE RESPONSIBLE AND LIABLE FOR ALL DAMAGES TO THE PREMISES AND ITS CONTENTS CAUSED BY THE UNDERSIGNED'S GUESTS OR PERSONS OCCUPYING THE PREMISES WITH THE UNDERSIGNED'S INVITATION OR PERMISSIONS.</u>
- 12. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of the undersigned.
- 13.The undersigned hereby specifically acknowledges a copy of the foregoing agreement and that the undersigned has read, understands, and agrees to comply with all the terms and conditions set forth in this agreement.

Dated: _____, 20_____

Signature

S:Cemetery/Parks/Depot/2025 Depot in Park Rental Agreement