

**PARK RESERVATION AGREEMENT**

Date Requested: \_\_\_\_\_ Time: \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm

Name or Organization \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Cell # \_\_\_\_\_

Type of Function (“Event”): \_\_\_\_\_

Number of Participants \_\_\_\_\_ (100 or more Special Events Permit required)

Alcohol Requested (Hays Park ONLY) Yes / No \_\_\_\_\_  
(Fermented Malt Beverage Only)

Inflatables Requested Yes / No

Contact person and phone #: \_\_\_\_\_

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(office to complete section below)

Park \_\_\_\_\_ Fee: \_\_\_\_\_

Reserved \_\_\_\_\_

\_\_\_\_\_

Deposit: \_\_\_\_\_

**TOTAL DUE:** \_\_\_\_\_

Deposit check will be cashed. Deposit, or a portion thereof, will be reimbursed subsequent to the Event on the condition that the applicant complied with the provisions contained herein. Charges may be made against deposit for loss, damage, cleaning and/or additional time (additional time charged at 150% of reservation amount).

**Release of Liability and Agreement to Hold Harmless**

The applicant agrees to use the Park according to the Town's Rules and Regulations, which are attached hereto as Exhibit A. Among other obligations, the applicant agrees to be legally responsible for the conduct and control of both patrons and participants at the Event, to be financially responsible for any damages or injuries incurred arising from the use of the park, and to pay for repair or replacement, at the Town's discretion, for damage to the park property, including but not limited to the landscaping, facilities and equipment.

The applicant hereby agrees to release, indemnify and hold harmless the Town of Johnstown, its officials, employees and agents, for damage or loss of property within the park. The applicant further agrees to release, indemnify and hold harmless the Town of Johnstown, its officials, employees and agents, from and against all liability, claims or demands due to bodily injury, personal injury, sickness, disease or death, including attorney's fees, arising from or in any manner connected with the use of the park.

***THE UNDERSIGNED HAS CAREFULLY READ AND REVIEWED THIS AGREEMENT, UNDERSTANDS THIS AGREEMENT, IS AUTHORIZED TO EXECUTE THIS AGREEMENT AND AGREES TO THE ABOVE STATED CONDITIONS:***

If an individual:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

If an organization:

Name of Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

### **PARK RULES AND REGULATIONS**

1. Reservations are available for attendance of 0 – 99 participants. If over 100 participants, a Special Events Permit must be applied for which may include requirements for port-a- potties and/or trash removal. Other events requiring a Special Events Permit include, but are not limited to, events which:
  - barricade or block any roadway
  - obstruct, delay or interfere with the normal flow of pedestrian or vehicular traffic
  - the public is invited or admission is charged
  - utilizes amplified sound due to its impact on the surrounding neighbors
  - alcohol is sold or served to the public
2. Deposits checks will be deposited into Town of Johnstown account.
3. Town sponsored or hosted functions are exempt from these fees.
4. The privilege to use the park in the future will be denied to persons and/or groups that fail to comply with the rules of this agreement.
5. During the time the park is being used by the Lessee, the Lessee is responsible for any and all accidents, injuries, damages or loss of property. The Town of Johnstown and its designated representatives shall be held harmless for any and all claims resulting from the use of the park.
6. Lessee shall provide proper supervision, ensuring the protection of persons and property in its care, enforcement of park rules and regulations and restriction of all participants to authorized areas only.
7. Lessee is responsible for proper cleaning of the park being used. This includes all decoration removal, clean up of the trash around the area and proper disposal of trash is required before vacating the premises. If additional cleaning is required, the Town reserves the right to forfeit the Lessee's damage deposit. Any additional charges incurred will be the responsibility of the Lessee.
8. Reservations are not considered complete until all fees or deposits have been paid.
9. Lessee's must be 18 years or older.
10. Lessee shall be held responsible if any person within their party breaks or climbs upon, damage or deface the trees, shrubs, plants, turf or any of the facilities, buildings, equipment or other structures or property within or upon park premises, or in any way injure or impair the natural beauty or usefulness of any park or recreation area.
11. Removal of any Town-owned property from any Town park is strictly prohibited; violators are subject to criminal prosecution.

### **PARK RULES**

1. No vehicles are to be driven or parked on grass at any time without written permission from the Town.
2. No tents, booths, stands or other structures shall be placed in the parks without pursuant written authorization by the Town. If stakes are to be driven into the ground, please be aware of any irrigation lines present, Lessee will be held liable for any damaged line.
3. Reservations are allowed for areas of the park and/or park shelters. Tot lots and playgrounds cannot be reserved. Please be aware that the park is a public place and

there may be other residents using other areas of the park including the playgrounds and restrooms.

4. Pick up all trash and debris and deposit in a trash receptacle.
5. If plastic or a “dance floor” is laid on the grass, it must be removed in a timely manner to prevent the grass from dying.
6. Parks can be reserved from 5:00 a.m. to 10:00 p.m., 7 days a week.
7. Failure to obey park closing time or allowing unruliness by members of the group will warrant forfeiture of all deposits.
8. Park use permits must be available at the facility during the time of use by the Lessee.