

City of Malden PARK PAVILION RESERVATION FORM

DEPOSIT- \$75.00
RENT -\$10.00

DATE OF EVENT: _____

PAVILION NO. REQUESTED: _____

TIME: _____ TO _____ APPROX. # OF PEOPLE: _____

TYPE OF FUNCTION AND/OR ACTIVITY _____

IS THIS AN ORGANIZATION SPONSORED EVENT: YES _____ NO _____
(Please see below)

NAME OF RESPONSIBLE PERSON AND/OR ORGANIZATION MAKING RESERVATION:

ADDRESS: _____

CITY: _____ STATE/ZIP CODE: _____

PHONE NUMBER: _____

Signature: _____ Date: _____

OFFICE USE:
DEPOSIT IN THE AMOUNT OF \$ _____
WAS REFUNDED TO: _____
REFUNDED BY: _____

***A reservation form must be completed and returned to City Hall. Use of the facilities is for the time specified above.*

***If for any reason you decide not to use the pavilion or need to change the date, PLEASE notify City Hall so that the pavilion would then be available for use of others.*

****RENTER UNDERSTANDS THAT THE CITY OF MALDEN RESERVES THE RIGHT TO CANCEL EVENTS DUE TO UNFORESEEN CIRCUMSTANCES** Please Initial: _____

- **NO ALCHOLIC BEVERAGES IN ANY CITY PARKS!** (Ord. No. 3077 Sec. 2)
- Leave the premises free of garbage and trash.
- A \$75.00 deposit is required when the contract is signed. Rent is \$10.00 per day. If there is no damage to the property and the area is left clean, the deposit will be refunded to you upon Park Board approval.

Please initial each 1 - 7

The City of Malden (the sponsors and builders) are pleased that you find the facilities a suitable and attractive location for your event. In order to keep it in good shape for future use, the following guidelines should be followed:

1. Please leave the property like you found it. It should be clean, but if you find it littered or otherwise unsuitable upon first arriving, please notify City Hall. (_____)
2. If streamers, crepe paper, banners, and/or posters are used, use a clear tape (not duck tape) or household staples. Please do not use nails or a staple gun. (These larger staples will leave obvious holes in the woodwork.) Remove all decorations, tape, and staples after use. (_____)
3. Please pick up all litter and trash on the ground per Ordinance. (No. 1914 Sec. 9) (_____)
4. Upon paying a deposit, a notification of the date of the reservation will be posted on the numbered pavilion. If someone happens to claim use at your reservation time and will not vacate, please refer him or her to the official notice. If a problem persists, notify the Police Department. (_____)
5. **Parents or Guardian must supervise children at all times!** (_____)
6. Please, **NO PARKING ON THE GRASS!** (_____)
7. Absolutely **NO FIREWORKS OR PYROTECHNICS** used in City Parks at any time except when specified per Ordinance. (No. 3172 Sec. 220.217 A.) (_____)

The user(s) hereby agree to abide by the Park Board's rules and regulations. Additionally, the user(s) to the fullest extent permitted by law, agrees to indemnify, *defend and hold harmless the City of Malden*, its officers, agents, volunteers, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court cost, or alternative dispute resolution cost arising out of, or related to the use of City's facilities, building, equipment or infrastructure under this agreement involving an injury to a person or persons, whether bodily injury or other personal injury(including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of the user(s), its officers, agents and volunteers, or anyone directly or indirectly employed or hired by the user(s) to or anyone for whose acts the user(s) may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees.

Signature of Responsible Party

Date