

GENERAL PARK RENTAL AGREEMENT

For the consideration of rents herein specified, the City of Winston does hereby lease unto _____ the use of:

Community Park

Located at the corner of SE Grape & SE Thompson

- _____ Pavilion
- _____ Tennis/Basketball Court

Riverbend Park

Located at 243 SE Thompson

- _____ West Parking Area (A)
- _____ East Parking Area (B)
- _____ Pavilion (C)
- _____ Stage/Theatre (D)
- _____ Green Area South of Theatre (E)
- _____ Lower Park/West Area (F)
- _____ Sound System (renter must provide 1015 Cam Lock connection)
- _____ All Facilities
- _____ Lower Park/Middle Area (G)
- _____ Lower Park/East Area (H)
- _____ Osborne Ballfield (I)
- _____ Small Ballfield (J)
- _____ Basketball Court (K)
- _____ Park Lights

Civic Wayside Park

Located behind City Hall

- _____ Volleyball Court
- _____ Green Area

for the _____ day(s) of _____, 20____, commencing at _____ AM/PM and ending at _____ AM/PM. The undersigned shall not use or permit the same to be used for any other purpose than the following activities:

_____. The undersigned shall pay as rent for said premises the sum of \$_____, payable at the

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time of booking, along with delivery of the signed rental agreement. The undersigned shall pay as security deposit the sum of \$_____, payable upon facility key assignment.

CANCELLATION POLICY: Notification of cancellation prior to 60 days of event will entitle the undersigned to a 100% refund of rental fee; 30 days prior – 75%; 7 days prior – 25%; less than 7 days – 0%.

The City of Winston, at the commencement of the terms herein provided, shall deliver the premises herein leased in a neat and clean condition; and the undersigned shall not permit any alteration or undue wear or deterioration upon the same. At the conclusion of the term provided in the lease, the undersigned shall return said premises to the City of Winston in a neat and clean condition, reasonable wear thereof excepted. Failure to do so will result in cleaning by the City of Winston at the rate of \$30 per staff hour for which tenant shall be liable. The costs will first be taken from the deposit and if that is not sufficient, necessary action will be taken against the user to recover the additional costs. Damages will be handled in the same manner. The security deposit will be returned to the user if there are no damages to the facilities and the area has been cleaned.

The City of Winston shall not be responsible for any loss or damage whatsoever of any kind to the undersigned, or its invitees, upon the premises herein leased, and the undersigned shall save and hold harmless the City of Winston from any loss or liability whatsoever arising out of the use of such premises. Should suit, action or other proceedings be brought to enforce any of the terms and provisions hereof, the City of Winston may recover, in addition to costs and disbursements provided by statute, such additional sum as the Court shall deem as a reasonable attorney's fee.

The undersigned hereby agrees that in consideration of the City of Winston allowing use of its facilities, he/she, or the designated responsible party, will be physically present within the facilities during all use by this group and that he/she will reimburse and indemnify the City of Winston for any costs incurred in the repair or cleaning of the facilities necessitated by this group's use of the facilities and failure to clean same. In the event it is determined that the facilities are in use during the absence of the undersigned, permission to use same can be immediately revoked and all occupants will be required to leave.

Should the undersigned be in default of any of the terms and conditions herein contained, the City of Winston may, at its option, elect to terminate this agreement without notice.

The following person(s) is (are) to be the responsible point of contact for the above-mentioned event.

Name: _____

Mailing Address: _____

Phone Number: _____

I, the undersigned, have read the above conditions concerning the use of the Community Center/Community Park/Riverbend Park and by signing below I agree to abide by the conditions set forth herein.

Lessee: _____

Signed this _____ day of _____, 20_____.

Security Deposit REFUND _____ YES _____ NO

Comments:

City of Winston - 201 NW Douglas Blvd. Winston, OR 97496-9594 (541) 679-6739

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|----------------------|------------------|
| Office Use Only | |
| Fax: 679-0496 | _____ |
| WCC Director | _____ |
| Receipt # | _____ |
| Rent | _____ Ck # _____ |
| Deposit | _____ Ck # _____ |
| Sub-total | _____ |
| Due | _____ |
| Total | _____ |
| Deposit Return Date: | _____ |
| _____ | |
| Signature | |