

**PORTER TOWNSHIP RECREATION PARK
PAVILION RENTAL AGREEMENT**

Individual or Organization Responsible (Lease) _____

Address: _____

Contact Phone# _____ E-mail address: _____

Rental Date Requesting: _____ Pavilion # Requesting: _____ Rental Time Requesting _____

Type of Function: _____

PAVILION RENTAL FEE of \$60.00 must be included with reservation. Form. MAKE CHECKS PAYABLE TO PORTER TOWNSHIP SUPERVISORS.

RENTAL DATE: _____ **CHECK#** _____ **CASH** _____ **TOTAL:** _____

1. In consideration of the foregoing rental agreement, Lessee hereby releases, acquits and forever discharges Lessor, Porter Township, its employees, supervisors, and agents from any and all liability including without limitation: any and all property damage, personal injury, illness, death or anything resulting from or as a result of the rental of said premises and Lessee hereby agrees to indemnify, defend and hold harmless Lessor, employees, supervisors, and agents from and against all liabilities, obligations, damages penalties, claims, causes of action, cost, charges and expenses, including reasonable attorneys' fees, which may be imposed upon or incurred by or asserted against Lessor by any person or entity.

LESSOR: PORTER TOWNSHIP MUNICIPALITY

LESSEE, NAME OF INDIVIDUAL RENTING PAVILION

BY: _____

PORTER TOWNSHIP OFFICE Secretary / Treasurer
Carol Colucci,

DATE of Reservation: _____

\TERMS AND CONDITIONS

Please respect the new pavilions. Do not move tables, do not use nails, staples, tacs and tape. Suggested to use any kind of string or cord to hang decorations and signs. Electricity is not available at pavilions.

2. Lessee will strictly comply with the rental times and rental set fees forth in this agreement. To guarantee rental reservation the township requires full payment with the signing of this agreement, which in non-refundable.
3. Lessee will comply with all Park Rules along with all rules that are part of this agreement.
4. Lessee is responsible for maintaining the pavilion and understands the Lessee will be held financially accountable for any damages occurring while Lessee occupies the pavilion.
Lessee also agrees to return said pavilion in a clean state, as determined solely by Lessor Porter Township, and Lessee understands that **failure to do so could result in a \$100.00 cleaning fee being imposed and the loss of the right to rent the pavilion in the future.**
5. Lessee is responsible for ensuring that any food service equipment, supplies and beverage service used or furnished at the pavilion are in full compliance with all applicable laws, ordinances, rules and regulations were fully rewritten in the lease.
6. All rental fees will be for the agreed time and date only. All functions must cease and the rented areas must be vacated, all personal property removed, and restored to clean and original condition not later than 8:00PM on the date of the pavilion rental. Lessee shall be liable for any damages to Lessor other Lessees resulting from Lessee's failure to timely vacate the rented area(s)
7. Lessor Porter Township is NOT responsible for any injuries, damages or loss to any personal property brought onto the pavilion.
8. Lessor's representatives reserve the right to enter the pavilion(s) at any time during the period of rental to assess compliance with any applicable laws, rules, regulations or terms of this Rental Agreement. Lessor's representatives have the authority to terminate this rental agreement at any time for non-compliance with applicable laws, rules, regulations or terms of this Rental Agreement without reducing
9. **Any cancelations or re-scheduling to the reservation date is a \$25.00 fee.** Trash is to be removed and placed in appropriate trash receptacles.
10. **In case of emergency, contact Supervisor Ryan Gates 814 – 404 - 3847. (This may need revised)**
11. Lessee understands that the park will remain available to the general public and this Lease provides exclusive access to the pavilion ONLY.
12. In consideration of the foregoing rental agreement, Lesse hereby releases, acquits and forever discharges Lessor, Porter Township, its employees, supervisors, and agents from any and all liability including without limitation: any and all property damage, personal injury, illness, death or anything resulting from or as a result of the rental of said premises and Lessee hereby agrees to indemnify, defend and hold harmless Lessor, employees, supervisors, and agents from and against all liabilities, obligations, damages penalties, claims, causes of action, cost, charges and expenses, including reasonable attorneys' fees, which may be imposed upon or incurred by or asserted against Lessor by any person or entity.