

RENTAL AGREEMENT OF SOMERSET TOWNSHIP  
McCOURTIE PARK

Responsible Individual/Organization: \_\_\_\_\_

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

Driver's License of individual signing agreement \_\_\_\_\_

Description of Event(s): \_\_\_\_\_ Date Requested: \_\_\_\_\_

Phone number: \_\_\_\_\_ Hours Requested: \_\_\_\_\_

Number of people attending \_\_\_\_\_ Will be using the pavilion Y or N

**Rental Agreement:**

In consideration of the covenants and conditions hereinafter contained, it is hereby agreed by and between the parties as follows:

1. The Township hereby reserves the Reserving Party, McCourtie Park for the date (s) and time (s) specified and event (s) described.
2. Reserving Party shall pay, in advance, and prior to confirmation, as a rental fee the sum of **\$30.00** (non-refundable) to help defray the cost of administration of this Agreement and the maintenance, utilities and upkeep of the premises, and a security deposit of **\$30.00 (if hiring a park attendant)**. (Attendant security deposit and fee only refundable if cancelled 30 days or more before scheduled event.)
3. Reserving Party states that he/she has read the "Rules & Regulations" for the rental of Somerset Township McCourtie Park and agrees to abide by said Rules. \_\_\_\_\_ (Initials only)
4. If Reserving Party chooses to have an Attendant, Reserving Party hereby states the hours reserved (Minimum of four (4) hours) and the commencement time of \_\_\_\_\_.
5. Reserving Party understands and agrees that possession, use and control of the Park are non-exclusive.
6. Reserving Party agrees to be responsible for all activities or actions of the Event.
7. Reserving Party agrees to accept full responsibility for all janitorial, maintenance and cleaning personnel and materials necessary to restore the Park to at a minimum equal condition to that existing immediately prior to its use of the Park.
8. **Reserving Party agrees that it has been informed that the sale of alcoholic beverages is strictly prohibited on the premises and agrees that it shall abide by such prohibition.**
9. **Reserving Party agrees to so conduct its activities upon the premises so as not to endanger any person or the environment and to indemnify and hold harmless the Township, elected and appointed officials, employees and volunteers against any and all claims of injury to person or property (including claims of employees of the Reserving Party or any contractor, subcontractors, on invitee of Reserving Party) arising out of the activities conducted by the Reserving Party, its agents, members or guests, or invitees.**
10. By executing this Agreement, Township does not waive any indemnity or waive any defense available to it including but not limited to limitations of liability contained in the Recreation Use Act. MSA 13.1485.
11. The Reserving Party shall comply with all applicable law, rules and regulations and further agrees not to do nor suffer to be done anything on the premises in violation of any such law, rules or regulations.

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12. Reserving Party agrees to obtain and pay for any permits and licenses required by any government authority and to pay any tax, including the amusement tax, incidental to the use of the premises.

13. Reserving Party shall not assign or transfer its rights or obligations under this agreement, or any part thereof, without the written consent of the Township.

Reserving Party hereby represents and asserts he/she is duly authorized to enter into this Agreement on the part of an Organization or as an individual renting the premises herein.

\_\_\_\_\_  
Witness Date

\_\_\_\_\_  
Signature (Lessee) Date

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Witness Date

\_\_\_\_\_  
Signature (Township) Date

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Please Print Name

THIS SECTION FOR COMPLETION BY CLERK'S OFFICE ONLY – McCOURTIE PARK RENTAL

Approval Date: \_\_\_\_\_ By: \_\_\_\_\_ Recorded: \_\_\_\_\_

Rental Fee: \_\_\_\_\_ Security Deposit (If Attendant needed): \_\_\_\_\_ Waiver: \_\_\_\_\_

Park Attendant Total Hours Requested: \_\_\_\_\_ x \$15.00 = \$\_\_\_\_\_ (Four (4) hours minimum)

Check Number (s) \_\_\_\_\_ Clerk's Receipt Number (s) \_\_\_\_\_

Copies to: \_\_\_\_\_ Cancelled Date: \_\_\_\_\_

Check No.: \_\_\_\_\_ Account Number: \_\_\_\_\_