



Park Reservation Agreement

City of Winston

201 NW Douglas Blvd. Winston, Oregon 97496

For consideration herein specified, the City of Winston does hereby lease the use of

Civic Wayside Park

located at 201 NW Douglas Blvd. unto:

Name/Organization _____ for the
_____ day(s) (include set up and break down) of _____ 20 _____,

beginning at _____ AM/PM until _____ for the sole purpose of
_____ with an

(Type of event, i.e birthday party; wedding/reception; festival)

estimated attendance of _____.

_____ Gazebo
\$50 + \$150 Deposit

_____ Electricity
\$25

_____ Grass Area (mark area on map)

Activities (mark activities listed here and attach a separate sheet if necessary)

_____ Amplified Sound _____ Bounce House / Water Slide _____ Vendors

- **Park irrigation schedule: Varies**
- *The undersigned shall not use or permit the same to be used for any other purpose than what is listed in this agreement.*
- *Additional power source supply may be required if Lessee's needs exceed what is available.*
- *Attendance over 500 will require 2 portable toilets.*
- *Additional fees/rates: Public Works starts at \$36/hr. with 2 hr. minimum; Overtime rate starts at \$54/hr.; City Vehicle starts at \$35/hr. Key replacement \$50 Police \$45/hr. with 3 hr. minimum; Overtime rate is actual cost. The number of officers assigned to the event will be under the sole discretion of the police chief or designee.*

~~~ OVER PLEASE ~~~

**CANCELATION POLICY: Notification of cancelation prior to 60 days of event will entitle Lessee to a 100% refund of reservation 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 agreement, 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 additional charges by the City of Winston at the rates listed above for which the undersigned 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 undersigned to recover the additional costs. Damages will be handled in the same manner. The security deposit will be returned to the undersigned 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. *Please Note: While City of Winston staff will make every effort to accommodate Lessee's requests, staff cannot offer or make any guarantees.*

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 at the facility 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.

**Applicant shall provide a certificate of liability insurance with coverage of no less than \$1M and naming the City of Winston as additional insured for the event described herein.**

Insurance certificate, fees and security deposits are due at time of reservation unless prior arrangements have been made. Due to provisions within the city's insurance policy, all lessees are required to produce a certificate of liability insurance naming the City of Winston as **"Additional Insured"** for the event specified herein. There are no exceptions to this rule. Park hours are from daylight to dusk.

I, the undersigned, have read the above conditions concerning the use of the before mentioned park area and by signing below I agree to abide by the conditions set forth herein and be the responsible point of contact for the above-mentioned event.

Name \_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number \_\_\_\_\_ Email \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

*Lessee Signature*

**\*\*\*STAFF USE ONLY\*\*\***

Public Works starts at \$36/hr. with 2 hr. minimum; Overtime rate starts at \$54/hr.; City Vehicle starts at \$35/hr. Key replacement \$50 Police \$45/hr. with 3 hr. minimum; Overtime rate is actual cost.

| Description | Quantity | Hours | Rate | Amount | Extension |
|-------------|----------|-------|------|--------|-----------|
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**Total Amount Due \$** \_\_\_\_\_

**Fees Revised 11/5/21**