

CITY HALL  
517-676-9155

CITY OF MASON, MICHIGAN  
P.O. BOX 370  
201 W. Ash St., 48854

POLICE  
517-676-2458

Date Called: \_\_\_\_\_

Date Requested: \_\_\_\_\_

Name: \_\_\_\_\_

Park Requested: \_\_\_\_\_

**PARK USE AGREEMENT**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the CITY OF MASON, a Michigan municipal corporation, herein referred to as "CITY", and: \_\_\_\_\_, whose address is \_\_\_\_\_, \_\_\_\_\_, Michigan, herein referred to as "USER".

**The parties agree as follows:**

1. CITY agrees to provide USER the shelter at \_\_\_\_\_ Park for the following hours: from \_\_\_\_\_ a.m./p.m., until \_\_\_\_\_ a.m./p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. (Note: Hayes Park Pavilion reservation **does not** include reservation of ball diamond. Ball diamond is for public use on a first come, first serve basis.)
2. The renter agrees to pay the sum of \$25.00 for pavilion rental.
3. It shall be USER's responsibility to pick up the key for the park shelter during normal business hours (Monday - Friday, 8:00 a.m. to 5:00 p.m.) in advance of the scheduled meeting time. USER shall return the key to the City Hall within 24 hours after completion of rental, or if rental takes place on a weekend, USER shall return the key on the first business day following rental day.
4. USER shall make sure the restroom doors are locked when done using the facility.
5. USER agrees to assume all supervisory responsibility for all persons present at facility during rental period.
6. USER agrees to bag and remove all refuse created by their use of the facility. USER agrees to clean the facility if necessary and to return the facility in the same condition as it was prior to rental period.
7. USER agrees to reimburse CITY for any and all costs which result from any damage done to facility during rental period. The CITY will provide an itemized cost of repairing damage, or the cost to replace CITY property.
8. USER agrees that no alcoholic beverages may be served or consumed on premises, nor will there be any gambling unless such gambling has been licensed by the Michigan Bureau of Lottery.
9. USER agrees that no tape, staples, tacks, or any other fastening devices shall be secured to the walls of the premises.
10. USER shall indemnify and hold the CITY harmless from all loss, liability, cost, or damages that may occur or be claimed with respect to any person or property on, in or about the leased premises, or to the leased premises themselves, resulting from any act done or omission by or through USER, its agents, employees, invitees, or any person on the premises by reason of USER's use or occupancy or resulting

from USER's non-use or possession of such property, any and all loss, costs, liability, or expense resulting therefrom; and further agrees at all times to maintain such premises in a safe and careful manner.

11. USER may reserve the facility for specific days during a period of six (6) months in advance. Upon ninety (90) days of USER's rental period, USER may reserve the premises for an additional three (3) month period. At no time may there be more than six (6) months of advance rental.

12. The CITY reserves the right to cancel USER'S reservations upon providing the USER a written notice mailed to USER by ordinary mail, seven (7) days prior to the date to be canceled. The CITY may cancel this Agreement immediately if USER is in violation of any of the terms of this Agreement.

13. USER agrees to report any problems with the facility to City Hall personnel. If mechanical problems occur during rental period, and it is other than normal business hours, USER shall contact the Mason Police Department at 676-2458.

14. USER agrees not to violate any Federal, State, or local laws.

IN WITNESS THEREOF the parties have executed this Agreement at Mason City Hall the date and year first written above.

CITY OF MASON

\_\_\_\_\_  
City Representative

USER'S SIGNATURE: X \_\_\_\_\_

USER'S ADDRESS/ORGANIZATION: X \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PHONE NUMBER(HOME/WORK): X \_\_\_\_\_