

DELAVAN PARKS & RECREATION DEPARTMENT FACILITY RESERVATION FORM

Introduction:

City-owned parkland, park facilities and shelter areas are primarily for the nonexclusive use of the residents and visitors of the City. However, when feasible, these facilities shall be made available for exclusive use or rent by individuals at least 18 years of age; private and public, non-profit and for profit organizations; other government agencies and other City of Delavan departments, collectively referred to herein as "The Renter."

Facility Reservation Form:

This form is to be used by individuals requesting the use of reservable rentable facilities and equipment such as open-air shelters, gazebos, the Mill Pond Recreation Building, picnic tables, staging, folding tables, chairs and garbage cans. In addition, this form serves as a beer permit in situations where the beer privilege option is available and has been granted to the Renter. Information regarding facility amenities, fees, and parks rules can be found on the back of this form.

Parkland, facilities, equipment and services not listed above require a Letter of Request. Letter of Request outlines are available at the Parks & Recreation Department Office.

Reservations:

Reservations are accepted, on a first-come; first-served basis, beginning on the first regular business day after January 1st. A Security Deposit Fee and completed Facility Reservation Form are required at the time of the reservation. Final payment of all fees is due sixty (60) days prior to the first approved booking date of the rental. The form and all payments shall be submitted in person at the Parks & Recreation Office, at 123 South Second Street, Delavan (cash, check or money order only) or by mail at PO Box 465, Delavan, Wisconsin 53115 (check or money order

Agreement of Responsibility:

I agree to abide by any and all rules set by the City of Delavan Parks and Recreation Department. I agree that I will be responsible for the conduct of my group, which has been granted the use of the above named facilities, and shall conform to the official operating policies relating to buildings and properties as established by the City of Delavan Parks and Recreation Department. I further agree to reimburse the City in full for the fee as agreed upon for the use of a park facility as well as any and all damage to the park facility, including but not limited to defacing of property, buildings or structures or the natural state and failure to fully clean the facility, as assessed by the City of Delavan Parks and Recreation Department through its agents or employees following my use of the park facility.

Signature	
Printed Name	
Date	

RENTAL INFORMATION (Please Print!)	
Date of Event	
Facility	
Start/End Time of Event (Including Set-up and Clean-up)	—
Name of Renter	
Daytime Phone Number	
Evening / Cell Phone Numbers	/
Email Address	
Organization Name	
Address	
City, State, Zip Code	
Type of Event	

PARKS SUPPORT SERVICES		
ITEM	FEE	QUANTITY
Extra Picnic Tables	\$5.00/table	
Benches (12 available)	\$3.00/bench	
Garbage Cans	\$2.00/can	
Folding Tables (3 x 6' & 3 x 8')	\$3.00/table	
Folding Chairs (12 available)	\$1.00/chair	
Stage (8" high) (2 sections available)	\$5.00/section	
Tent (10' x 10' - 2 available)	\$50/Day	
Dumpsters	3rd Pty Prvdr + \$5.00	
Portable Toilets	3rd Pty Prvdr + \$5.00	

OFFICE USE ONLY		
	AMOUNT	PAID DATE
Rental Fee		
Security Deposit		
Beer Privilege		
Support Services		
Other: _____		
TOTAL		
	AMOUNT	PAID DATE
Security Deposit Refund		
FILING		DATE
Parks Foreman		
Police Department		
Reservations Binder		
Refunds Folder		
Parks & Recreation Commission		

Contact the Parks and Recreation Department with any questions at (262) 728-5585 ext. 132 or 138

Facility Amenities & Rental / Security Deposit Fees	Picnic Tables	Restrooms	Garbage Cans	Drink Fountains	Grills	Electrical	Playground	Ball Diamonds	Volleyball	Walking	Horseshoe Pits	Rental Fee	Security Deposit	Beer Privilege
Congdon Park Gazebo	2	•	•			•				•		\$45 per day Resident \$65 Non-Resident	\$50	X
Fest Shelter	4	•	•	•		•	•	•	•			\$75 per day \$105 Non-Resident	\$50	\$0
Lion's Shelter (Vets Park)	10	•	•	•	•	•	•	•				\$75 per day \$105 Non-Resident	\$50	\$0
Upper Springs Shelter	8	•	•	•	•	•	•			•	•	\$75 per day \$105 Non-Resident	\$50	\$50
Yadon Shelter	6		•		•	•	•			•		\$75 per day \$105 Non-Resident	\$50	X
Mill Pond Building	Folding tables	•	•	•		•						\$15 per hour \$21 per hour Non-Resident	\$100	X
Ball Diamonds (Fest Field)		•	•	•			•					\$35 w/o Lights \$50 Non-Resident w/o Lights \$50 w/ Lights	\$100	\$0
Phoenix Park Band Shell		•	•	•		•	•					\$200 per day \$280 Non-Resident	\$100	X
Arboretum—Paul Lange										•		\$45 per day \$65 Non-Resident	\$50	X

WAIVER OF RIGHTS TO CLAIMS BASED ON NEGLIGENT ACTS

EXPLANATION

This document is an agreement between you, the undersigned, and the City of Delavan Parks and Recreation Department. It states that you will hold the City of Delavan, The City of Delavan Parks and Recreation Department and any and all of the same's agents and/or employees entirely harmless and free of liability for any and all negligent acts. You have the opportunity, if you wish, to speak with a representative of the City of Delavan Parks & Recreation Department to question and/or negotiate the terms and conditions contained herein before signing. You may wish to consult an attorney prior to signing this document.

AGREEMENT

I, the undersigned, hereby agree to relinquish all claims, suits, attorney fees, damages, liability and any and all future rights to the same based on any and all negligent acts of the City of Delavan, The City of Delavan Parks and Recreation Department and any and all of the same's agents and/or employees in connection with or incident to my or my group's use of any City of Delavan park facilities as enumerated on the attached Delavan Parks and Recreation Department Facility Reservation Form.

I, the undersigned, hereby acknowledge and agree that I have carefully read and fully understand the terms of this Waiver of Rights to Claims Based in Negligence, and that I have been afforded an opportunity to question and/or negotiate the terms of this Waiver of Rights to Claims Based in Negligence with facility management. After acknowledging the same, I am now freely and voluntarily signing the Waiver of Rights to Claims Based in Negligence without any alteration of its original, printed, terms.

Signature

Printed Name

Date

**DELANVAN PARKS AND RECREATION DEPARTMENT
PARKLAND, FACILITY AND EQUIPMENT USE POLICY (ABRIDGED VERSION)**

GENERAL INFORMATION

- A. The Renter shall be held responsible for the condition of the facility and the conduct of the group using the facility.
- B. Park rental hours are from 10:00 am to 10:00 pm. All City parks close at 10:00 pm. Facility rentals should end by 9:00 pm to allow for clean-up.
- C. Alcohol sales and consumption are prohibited in all parks except as noted below.
- D. Motor vehicles are not permitted on park trails or grass.
- E. Glass bottles are not permitted in the parks.
- F. Users shall not deface or otherwise mark or damage the shelter, picnic tables, trash containers, trees, or anything else.
- G. The Renter shall clean tables and place trash in the appropriate containers prior to leaving the site.
- H. The Renter shall ensure all picnic tables are returned to their original location if they have been moved during the rental.
- I. The Renter shall carry the Facility Reservation Form at all times during the rental.

SUPERVISION

- A. Renters must be 18 years of age or older to rent facilities.
- B. Appropriate supervision of youth activities is to be provided by the Renter.

ALCOHOL CONSUMPTION

- A. Beer consumption is permitted in the Veteran's Park Lion's Shelter.
- B. Beer consumption is permitted in the vicinity of the ball field at Delavan Fest Park.
- C. Beer consumption is permitted in the Upper Springs Shelter by permit only. Beer privileges can be obtained for a fee of \$50.00.
- D. Beer consumption is permitted in Congdon Park only upon issuance of a Class "B" Fermented Malt Beverage Picnic License.
- E. Consumption of beer must be restricted to the shelter or gazebo and the immediate vicinity—not in the parking area, playground, restrooms, or woods.
- F. No other intoxicating beverages are permitted.
- G. All laws pertaining to the consumption of alcohol by minors shall be observed.

CLEAN-UP

The Renter shall be completely responsible for cleaning up the facilities after the event to the satisfaction of Department staff. Inadequate cleaning shall result in forfeiture of Security Deposit Fees and/or invoice for the balance of Department resources used in clean up. All grills must be left for park staff to remove charcoal and ashes—do not put charcoal or ashes into garbage bins.

CANCELLATIONS

Facility rental reservations may be cancelled at any time.

- A. A 100% refund of all fees paid will be granted for cancellations that take place at least 10 business days in advance of the first booking date.
- B. A 50% refund of the Facility Rental Fee will be granted for all cancellations that take place at least two business days in advance of the first booking date.
- C. No Facility Rental Fees shall be refunded after that point.
- D. A 100% refund of the Security Deposit Fee shall be refunded for cancelled rentals.
- A. 100% refund of other fees charged for Departmental support costs, that have not been incurred by the Department, at the time of cancellation, shall be refunded.

INDEMNIFICATION

Prior to granting any request for exclusive use of parkland, park facilities or parks equipment, the Department may require the Renter to submit a certificate of insurance naming the City and such other third parties as may be injured or damaged as additional insured. Coverage levels required are to be established and reviewed periodically by the Parks and Recreation Commission with guidance from the City Attorney.