

Town of Munster Parks and Recreation

**Park Shelter Use**

**User Agreement Terms and Conditions**

The following Agreement is between the Town of Munster Parks and Recreation department (Owner) and the renter (User) for the premises known and described as the (park shelter name)\_\_\_\_\_ Park shelter.

1. The term of the use agreement will be determined by the date, hours and number of guests listed on the facility use permit.
2. User agrees to use the facility only during the date and hours listed on the facility use permit or will forfeit any deposit and may be subject to other fees.
3. User will occupy said premises only for family entertainment. No "adult or mature" audience entertainment shall be allowed, nor any lewd or indecent acts or attire is allowed at the facility.
4. User is not allowed to transfer the use of the facility to a third person.
5. User agrees to not use or permit upon the premises anything that will invalidate any policies of insurance now or hereafter on said facility or that will increase the rate of insurance on premises.
6. User agrees to not allow anything on premises that may be dangerous to life or limb; will not deface or injure premises; will not permit any objectionable noise or odor to escape or be emitted from said premises nor permit anything to be done upon premises in any way to create a nuisance, or tending to disturb any occupants of neighboring property, or tending to injure the reputation of the said facility; and that the User will comply with all governmental, health, police and Owner requirements and regulations regarding said premises.
7. User agrees that any personal property upon the premises whether belonging to the User or any other person shall be at the risk of the User only and that the Owner shall not be liable for any damage thereto or theft thereof.
8. User agrees to not commit or permit any act on the said premises which will violate any law of the United States of America, or the State of Indiana, or any ordinance of either Lake County, Indiana, or the Town of Munster, or any of the rules or regulations of their respective departments and it is expressly agreed that a violation of this will cause for immediate cancelation of the permitted use. The User accepts this with full knowledge of all restrictions, limitations and prohibitions affecting the use and enjoyment of the premises and agrees that he/she shall not be released from his/her obligations under this use agreement nor shall the Owner in any way be liable should the User be unable to use the premises for the purpose contemplated because of such restrictions, limitations, or prohibitions. This includes the Thorguard lightning prediction system.
9. User agrees that no waiver of any condition expressed in the use of said premises shall be implied by any neglect of the Owner to declare a violation of such condition if such violation be continued or repeated subsequently and no express waiver shall affect any condition other than the one specified in such waiver, and that one only for the time and in the manner specifically stated.
10. User agrees that the Owner shall not be liable for failure or omission to perform any act if performance is made within a reasonable time after receiving written demand for performance from the user.
11. User agrees to keep the premises, at the User's expense, in a clean, sightly, and healthful condition, and at the end of the term to vacate the premises and to surrender the premises to the Owner in as good repair and condition as existed at the starting time of the facility use, reasonable wear and tear is excepted. This includes removing and disposing of all items brought to the sight by the renter or guests (decorations, food, etc.).
12. User agrees that this use agreement, and its terms, covenants, agreements, and provisions, shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.
13. User acknowledges that he/she has received, read, and fully understands the rules, regulations, and restrictions governing use of the Owner's facilities, and agrees to abide by the same besides the items listed within.

14. User agrees and understands that all rental reservations are non-refundable. The ONLY exception is in the case of inclement weather. If inclement weather prevents your rental from being held, the rental fee minus an administrative charge will be refunded or credited to the renter's account.
15. User agrees that the rental premises is a no-smoking area, and if smoking is detected, it may give rise to a forfeiture of the User's security deposit and a termination of the use agreement and permit. Use of tobacco products, e-cigs, vapes, hookahs, and similar products are prohibited by Town Ordinance, and if detected would cause the same forfeiture of the User's security deposit and termination of the use agreement and permit. Smoking is not permitted within 15' of any park structure, park patron, or play equipment per Town Ordinance.
16. User agrees that if the rented premises are not properly cleaned up after use, or if the property is damaged in any way, ordinary wear and tear excepted, it shall give rise to a forfeiture of User's security deposit to cover cost of repairs and may be cause for invoicing User for further costs if repairs and/or cleanup exceeds the security deposit amount. If the shelter is not cleaned after a rental, the user will forfeit the \$125 security/cleaning deposit and the Town of Munster will assess a \$50 per hour fee for the time needed to clean the shelter.
17. User agrees that alcohol and/or fireworks are not permitted on premises and any violation of this is cause for forfeiture of use agreement and permit without any compensation for lost time of facility use.
18. User agrees that the rental time includes setup and cleaning time. No additional time is permitted on the day of the rental. Set up may not begin prior to the scheduled rental time. This includes dropping off supplies, materials, and catering prior to the schedule time.
19. User agrees that they are responsible for all conduct of their guests in attendance. The user is financially responsible for damage to the shelter, park facilities or property as a result of the rental. This includes damage done by caterers, music providers, decorations, deliveries, bounce houses, and further similar items.
20. Grills are prohibited.
21. Commercial enterprises conducting business and sales of concessions are not permitted.
22. Parking must be done in marked parking spaces. No parking or driving on grass, sidewalks or pathways.
23. Music must be kept at a level to not interfere with other park users use of the park and abide by the Town's sound ordinance. Music is not to be heard 100' away from the shelter being used.
24. User agrees that the security deposit is required by the Owner as a guarantee from the User for the faithful performance by the User of all obligations under this use agreement.
25. Nothing in this use agreement creates a tenancy or landlord/tenant relationship.
26. User agrees to pay all reasonable attorney's fees and expenses of the Owner incurred in enforcing any of the obligations under this User Agreement, or in any litigation or negotiations in which the Owner shall, without its fault, become involved through or on account of this User Agreement.

I, USER NAME (print): \_\_\_\_\_, by signature below, am agreeing to the terms and conditions for use of said premises on (date of facility use) \_\_\_\_\_. Further, I agree that I, as User, am responsible for the actions of my guests and service providers and will ensure that they abide by the details of this agreement and all related rules and regulations for the facility use.

USER SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

OWNER: Town of Munster Parks and Recreation department  
1005 Ridge Road  
Munster IN 46321