



# York Parks & Recreation

Revised 2/15/24

## Park Rental Form

**Rental Dates:** \_\_\_\_\_ **Time:** \_\_\_\_\_

**Renter:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Purpose of Rental:** \_\_\_\_\_

**Additional Information:** \_\_\_\_\_

<u>Location</u>	<u>Amenities</u>	<u>Fee</u>	<u>Number of Shelters Requested</u>
East Hill Park	3 Shelters	Free	_____
Harrison Park	3 Shelters	Free	_____
Miller Park	1 Shelter	Free	_____
Mincks Park	1 Shelter	Free	_____
Foster Park	Arboretum	\$100	_____

Check box to waive the Arboretum Fee. In doing so, the Renter will be responsible for cleaning the Arboretum prior to the event.

### City of York Park Rental Agreement

The City of York Parks & Recreation (YPR) gives the Renter the right to use the described premises in consideration of the rental charge specified upon the following conditions:

1. City parks are public facilities that are subject to construction repairs and other maintenance issues that may affect the use of the facility. The Renter acknowledges that the condition of the park is "as is" at the time of rental.
2. The Renter is responsible for securing park shelter(s) for their rental. A copy of the completed contract will be emailed to the Renter once the rental has been confirmed. It is the Renter's responsibility to produce proof of reservation to public citizens who may occupy the reserved shelter during the day/time specified on this agreement.
3. The Renter shall not use the premises in violation of any Federal or State Law, City Ordinance, or Fire Regulations, and shall pay charges for special security if some are deemed necessary by the City of York.
4. The Renter shall pay for any damage or breakage to the building or property therein that occurs as a result of negligence or misuse of said premises by the Renter. Removal or damage to plants or structures is prohibited.
5. The Renter shall contact the Director YPR to determine if liability insurance is needed for the scheduled event.
6. If the event includes the selling of goods, all vendors must contact the Nebraska Department of Revenue for sale tax information. All food vendors must contact the Nebraska Department of Agriculture and provide the proper food license.
7. All vendors are required to contact the City of York for a Solicitors Permit. Any vendor who would like to park on city property, the right-of-way, or street is required to have an application to Occupy the Right-of-Way. Food trucks need to contact the York City Offices, [www.cityofyork.net](http://www.cityofyork.net).
8. Non-city vehicles or equipment are prohibited inside the facility. Parking is restricted to designated areas.

9. All chairs and tables must be taken down by the Renter immediately following the event.
10. The Renter is responsible for clean up after each event and shall leave the premises in a clean and orderly condition with trash and debris picked up and placed in receptacles. **A \$50 clean-up fee will be billed if the Renter fails to clean up the park after the scheduled rental.**
11. Signs and banners can be put up in the designated areas the day of the event and must be taken down immediately following the event.
12. Rentals may begin as early as sunrise and must conclude by dusk.
13. The City of York is not responsible for lost, stolen, or damaged items.
14. The YPR Department reserves the right to establish deposits based on specific events.
15. The YPR Department reserves the right to rent all available facilities during any given rental or event.
16. The use of alcohol is prohibited in all City of York complexes and parks. The use of tobacco and vaping products are not allowed in York city parks. Renters/guests who choose do use tobacco and vaping products may do so outside of the park.
17. The Renter is responsible to see that all activities are properly controlled and supervised.
18. Events scheduled before April 15<sup>th</sup> and after October 1<sup>st</sup> run the risk of not having a public restroom open due to winterization of all public park restrooms. Foster Park does not have restrooms.
19. Open flames, including the use of a fire pit are not allowed.
20. The use of confetti, nails, staples, tape, as well as the hanging of decorations is strictly prohibited.
21. The City of York reserves the right to impose additional rules, regulations and/or restrictions to this agreement
22. The Renter shall hold the City of York harmless from all liability for injury or death, or loss of or damage to, any person or property that occurs during, or as a result of, the use of facilities by the Renter, and shall indemnify the City of York for all expenses it may incur as a result of claim or demand by anyone growing out of the use of said facility by the Renter
23. The City of York and YPR reserve the right to photograph activities and program participants for potential use in advertising brochures and YPR's social media and marketing material.
24. Bounces houses require the express written permission from the YPR Director. A Certificate of Liability Insurance from the Renter that names the City of York as an additional insured is also required.
25. The activities and events of the YPR Department have priority over all other reservations. YPR facilities are also subject to holiday closings, construction repairs and operational emergencies that may preclude use of a rental facility. Should any of these circumstances arise during a period when a rental has been confirmed, YPR may cancel the rental or may give the option to the Renter of relocating the event to another available facility. If the event is cancelled, the rental fee will be refunded. There will be no other liability for the YPR Department.
26. If the event is cancelled by the Renter 30 days or more prior to the event date, a full refund will be given. If the event is cancelled by the Renter less than 30 days prior to the event, no refund will be issued. If YPR cancels the event due to weather, a full refund will be issued.

**By signing this contract, I agree to hold an event at the indicated park on the requested date. This contract represents reservation and precedence over public use of the park at the designated date and time. Cancellation of the event is required no later than 30 days prior to the scheduled date.**

**Renter Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**YPR Representative Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_