



# RANSON PARKS AND RECREATION

431 West 2<sup>nd</sup> Avenue

Ranson, WV 25438

304-725-2437

## Facility/Parks Rental/Use Agreement

### Contact Information

Full Name:		Date:	
Organization:			
Event Type:			
Office Phone:		Cell:	
Address:			
City:		State:	
Email:			

### Facility Information (Choose from the following:)

- |   |  |
|---|--|
| <input type="checkbox"/> Lance-Slusher Pavilion         | <input type="checkbox"/> Cranes Lane Field                           |
| <input type="checkbox"/> Lance-Slusher Basketball Court | <input type="checkbox"/> West End Park Basketball Court              |
| <input type="checkbox"/> Lance-Slusher Tennis Court     | <input type="checkbox"/> Civic Center (to include which areas within |

Facility Requested:		
Dates Requested:	Times Requested:	

### Facility Rental Policies:

#### GENERAL INFORMATION

- ❖ Failure of Rental to uphold facility rules, contract terms, or cause harm to the facility or people within may result in termination of contract by the Renter.
- ❖ The Renter shall be held responsible for the condition of the facility and the conduct of the group using the facility.
- ❖ The Rental will ensure current health guidelines are followed as set forth by the CDC and local health officials.
- ❖ Businesses providing event services for the renter (i.e., catering, security, etc.) must have a current City of Ranson business license on file.
- ❖ Park rental hours are from 10:00 am to 10:00 pm. Facility rentals should end by 9:00 pm to allow for clean-up.
- ❖ Alcohol sales and consumption are prohibited in all City parks, no exceptions.
- ❖ Motor vehicles are not permitted on park trail or grass.
- ❖ No parking alley at Lance Slusher Park.
- ❖ Glass bottles are not permitted in the City parks.



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- ❖ User shall not deface or otherwise mark or damage the shelter, picnic tables, trash containers, trees, concession stand, ball fields, or any other City property.
- ❖ The Renter shall collect and place trash in the appropriate containers prior to leaving the facility.
- ❖ The Renter shall carry a copy of the Facility Rental/Use Agreement with them during the time of their scheduled event.

### SUPERVISION

- ❖ Renter must be eighteen (18) years of age or older to rent facilities.
- ❖ Appropriate supervision of youth activities is to be provided by the Renter.

### CLEAN-UP

- ❖ The Renter shall be completely responsible for cleaning the facilities after the event to the satisfaction of Department staff.
- ❖ Inadequate cleaning shall result in loss of SECURITY DEPOSIT (and/or additional fees for the balance of department resources used to clean the facility).

### FACILITY OPERATION, MAINTENANCE, AND REPAIRS

- ❖ Renter shall be the responsible party for maintenance of the Facility.
- ❖ Renter shall apply for all necessary building permits, and the City shall be responsible for ensuring all building permits are processed for the construction and maintenance. Construction projects at the Facility shall be subject to final inspection by the City.
- ❖ Fees for the rental agreement will be agreed upon between Director/Board and the Renter when the rental request is submitted and will be noted on page 1 of the Facility Rental/Use Agreement.
- ❖ Director/Board will request a Security Deposit and Cleaning Deposit, in addition to Facility Rental Fees, from the Renter for events that require additional Department staff, resources, labor, set-up, or planning.
- ❖ Any required Security Deposit Fees must be paid at the time the rental request is submitted. All other Facility Rental Fees must be paid prior to the scheduled rental date.
- ❖ Maintenance shall include repairs to the roof, structure and building systems of the facility, as well as the field, field house, concession stands, restrooms, offices, lights, public address system, fences, screens, irrigation systems, bleachers, box seats, facility parking areas, and common areas.
- ❖ Nothing in this provision shall require or preclude the Renter from contracting with the City or its departments for maintenance services at the Facility.

### CANCELLATION

- ❖ Facility rental reservation may be cancelled at any time.
  - A 100% refund of all fees paid will be granted for cancellations that take place at least fourteen (14) calendar days prior to the scheduled rental date.
  - A 50% refund of the Facility Rental Fees will be granted for cancellations that take place at least three (3) calendar days prior to the scheduled rental date.
  - A 100% refund of the Security Deposit shall be refunded for cancelled rentals.
  - No Facility Rental Fees shall be refunded for events cancelled less than three (3) calendar days prior to the scheduled rental date.



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- 100% of any additional fees charged for Department support costs, which have not been incurred by the Department at the time of cancellation, shall be refunded. Any such fees that have already been incurred by the Department will not be refunded.

### INDEMNIFICATION

Prior to granting any request for exclusive use of The City of Ranson parks property, park facilities, or park equipment, the Department may require the Renter to submit a certificate of insurance naming the City of Ranson, Ranson Parks and Recreation, 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 Advisory Board with guidance from The City of Ranson.

### PROVISIONS

- ❖ The City of Ranson/Ranson Parks and Recreation Commission reserves the right to cancel usage of the facility, if, at the sole discretion of the City, through the office of the City Manager, the Facility is needed for municipal purposes or in the event of a natural, manmade, or pandemic disasters. The City, upon cancellation, will return all deposits and fees.
- ❖ Waiver of Rights to Claims Based on Negligent Acts.

### EXPLANATION

This document is an agreement between you, the undersigned, and Ranson Parks and Recreation Department. It states that you will hold The City of Ranson, Ranson Parks and Recreation Commission, and any/all of the named agents or employees entirely harmless and free of liability for any and all negligence acts. You have the opportunity, if you wish, to speak with a representative of Ranson Parks and Recreation Commission for further explanation of the terms contained herein before signing.

### AGREEMENT

I, the undersigned, hereby agree to relinquish all claims, suits, attorney fees, damages, liability, and any/all future rights of the same based on any and all negligent acts of The City of Ranson, Ranson Parks and Recreation Commission, Parks and Recreation Advisory Board, and any/all of the named agents and/or employees in connection with or incident to myself or my group's use of any of The City of Ranson park facilities as enumerated on the attached Ranson Parks and Recreation Facility Rental/Use Agreement.

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 on Negligent Acts, and that I have been afforded an opportunity to request further explanation of the terms of this Waiver of Rights to Claims Based on Negligent Acts with regard to facility management. After acknowledging the same, I am not freely and voluntarily signing the Waiver of Rights to Claims Based on Negligent Acts without any alteration of its original, printed terms.

Signature:	
Date:	



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FOR STAFF USE ONLY					
Liability Insurance Required:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Certificate of Insurance attached:	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Third Party Vendors:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Certificate of Insurance attached:	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Base Rental Fee (\$)					
Other Fees (\$)					
Total Cost (\$)					
Deposit (50% of est. cost)		Received by:		Date:	
Balance Due (10 days prior to Event)					
<b>Payment Method</b>	<input type="checkbox"/> Cash	<input type="checkbox"/> Check #	Receipt #		
	<input type="checkbox"/> Credit Card (information below)				
Name on Card					
Expiration Date					
Staff Contact Assigned:					
Approval of Use Conditions:					
Application Approved By:		Date:			