

# RIVERSIDE GARDENS PARK SCHWARTZ GRAND PAVILION RENTAL AGREEMENT

## PAVILION SPECIFICATIONS

PAVILION SIZE: 3 Interconnected open-air octagon pavilions (36', 56', 36") with an additional patio central to all three

PARKING: CIRCLE DRIVE WITH ADA access for drop off; excess parking at lower lot off of Schwartz Rd and field area on east side of Schwartz Rd entrance.

AMMENITIES: Renter accessible electrical hook-up both within pavilions and on adjacent electrical board; Electrical board has plugs to accommodate a variety of 220 hook-ups; 2-50 gal trash bins; potable water @ restroom facility.

Leo-Cedarville Residents\* \$75.00

Non-Residents \$85.00

\* Resident defined as living within the incorporated Leo-Cedarville town limits.

\*\* The pavilion may be occupied no earlier than dawn the date of the rental, and should be vacated by dusk without specific written approval.

## PAYMENT

All rentals must be paid in full prior to rental date, or **within 7 days after the reservation is placed** – whichever date comes first. If payment is not received within this time frame, the reserved date will be released. A \$20.00 service charge will be assessed on all returned checks. Please make checks payable to "Town of Leo-Cedarville." This agreement is not transferable. Cancellations made 3 days or more in advance will receive a full refund. However, cancellations due to inclement weather will not be refunded.

## RULES AND EXPECTATIONS

The pavilion is to be left in a clean orderly condition with all trash placed in the appropriate receptacles (any additional receptacles needed, contact the Town Hall **2 weeks in advance** to make adequate arrangements). Renters **WILL BE CHARGED** at the rate of \$15.00 per hour for cleaning services if the park personnel deem the pavilion is in need of additional cleaning.

Display or decoration materials are not to be fastened by any method that leaves marks or residue on posts, railings or painted surfaces. Signs placed by the renter inside or outside the park must be removed and discarded at the end of the rental. No person shall damage or deface trees, shrubs, plants, fences, tables or any other structures of the park property.

NO park fauna or flora shall be removed from the park! All tables or benches moved from their original location **MUST** be returned to their original location at the end of the rental time.

No gathering or meeting of any kind assembled through public advertisement shall be permitted on park property without specific and prior written approval from the

Park Board. Teens, youth or student groups must have at least two adults, chaperones/supervisors per 15 youths at all times.

Pavilion renters shall not sell items on park property without specific written permission from the park board. No one shall be permitted to play any game of chance for monetary gain on park property without specific and prior written approval from the Park Board.

Alcoholic beverages of any kind are prohibited in the park and pavilion without prior written permission according to Park Ordinance 2010-01. Any infraction of this rule will result in immediate evacuation of the premises with no recourse.

Carnival rides and other recreation equipment such as moonwalks, trampolines, etc. arranged by the renter shall be permitted ONLY if provider submits a certificate of liability insurance one week in advance showing sufficient liability and personal injury insurance.

This rental is for the use of the pavilion only. Renters of the pavilion can NOT prohibit public use of restrooms, trails, benches, outlying picnic tables or \*parking areas (see end of section).

Open fires are not permitted except in grills. Any grills should NOT be located in any area that would threaten any park structure.

**\*Primary** parking is permitted in the parking lot only! \*Overflow parking is permitted in the field opposite the Schwartz Road main parking lot entrance. No parking along the Schwartz Road right of way.

The Town of Leo-Cedarville board members and employees shall not be responsible for any damages to, or loss of, personal or other property, or personal injuries, to you or anyone in your group.

FAILURE TO FOLLOW THE AFOREMENTIONED RULES OR PAY ANY ADDITIONAL FEES ASSESSED, WILL RESULT IN THE INABILITY TO RENT PAVILION IN THE FUTURE.

***~PLEASE KEEP THIS PORTION FOR YOUR FILES~***

RIVERSIDE GARDENS PARK SCHWARTZ GRAND PAVILION  
PO BOX 408 – LEO, IN 46765  
(260) 627-6321

**RIVERSIDE GARDENS PARK SCHWARTZ GRAND PAVILION**

*~PLEASE SIGN AND RETURN THIS PAGE WITH PAYMENT TO~*

**TOWN OF LEO-CEDARVILLE - PO BOX 408 – LEO, IN 46765**

I HAVE READ AND AGREE TO THE PAVILION RENTAL CONDITIONS AS STATED. I FURTHER AGREE THAT IF I BREECH THIS AGREEMENT I WILL PAY THE TOWN FOR ANY DAMAGES INCURRED. IF THE TOWN IS REQUIRED TO BRING LEGAL ACTION TO COLLECT DAMAGES INCURRED, I AGREE THAT I WILL BE RESPONSIBLE TO PAY COSTS, LEGAL FEES, AND PREJUDGMENT INTEREST AT THE RATE OF 10%.

RENTAL DATE(S) & HOURS OF USE \_\_\_\_\_ YEAR  
\_\_\_\_\_

PRINT NAME \_\_\_\_\_

SIGNATURE REQUIRED **X** \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE \_\_\_\_\_ ZIP \_\_\_\_\_

HOME PHONE# \_\_\_\_\_ WORK PHONE# \_\_\_\_\_

ALTERNATE PHONE (optional) \_\_\_\_\_

DO YOU LIVE WITHIN THE TOWN OF LEO-CEDARVILLE?(Circle one) YES OR NO?

OFFICE USE ONLY:

DATE RECEIVED \_\_\_\_\_

AMOUNT PAID \_\_\_\_\_

CHECK # \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

CONFIRMATION SENT \_\_\_\_\_

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