



Nibley Park Pavilion Rental Application

Park: (circle one) ANHDER ELKHORN HERITAGE EAST HERITAGE WEST HERITAGE NORTH

Date Requested _____ **Hours Requested:** (circle one) All Day 7:00am-2:00 pm 2:00 pm-9:00 pm

Applicant's Name _____ Name of Organization _____

Applicant's Address _____ DL# _____

Home Phone _____ Cell Phone _____

Type of Activity _____ Estimated Attendance _____

Office Use Only

Fee Amounts

Rental Fee \$ _____ Cash/Check _____ Credit Card _____

Other \$ _____

Total Fees Due \$ _____ Amount Paid \$ _____ Date Paid _____

In consideration for the use of the Nibley City facilities, applicant agrees to defend, and indemnify, and hold harmless the City of Nibley, its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of the use of the facility. Further, the applicant accepts responsibility for any liability and damage to property sustained or claimed to have been sustained arising out of activities of the above indicated activity or those of any of its officers, agents or employees, whether such act is authorized by this agreement or not; and the applicant shall pay for any and all damage to the property of the City of Nibley, or loss, or theft of such property, done or caused by such persons. Nibley City assumes no responsibility whatsoever for any property placed on the premises. The applicant further agrees to waive all rights of subrogation against the City of Nibley. The provisions of the article do not apply to any damage or loss caused solely by negligence of the City of Nibley or any of its agents or employees.

Applicant is an authorized official of the group submitting this application and is **21 years of age or older**. The applicant has read and understands this entire application including all regulations and rules on the backside of this application and agrees to all of the terms and conditions as stated.

I have read and understand the rules, regulations, and reservation policies. Further, I understand and agree that violation of the rules, regulations, and reservation policies, as stated herein, will result in a forfeiture of the deposit, plus any costs incurred by Nibley City in repairing any damage that may occur as a result of the violation.

Applicant Signature/Title _____

Date _____

Rules, Regulations and Reservation Policies

Rules and Regulations

1. It is the intent of Nibley City to make our Park Pavilions available for the use of our citizens. Use by non-community groups of individuals may be scheduled based upon secondary availability. Proposed use of facilities or events by any person, persons, group or organizations which are not sponsored by Nibley City shall not interfere with the public enjoyment of Nibley City facilities, deter from the health, safety, moral welfare, or recreation of the general public; cause unusual or extraordinary expense to the City; nor draw crowds in excess of the capacity of the facilities.
2. Groups and individuals using the facilities shall abide by all laws and regulations, including fire and safety regulations and Municipal Code restrictions pertaining to the use of the facility. Any group violating the regulations and conditions governing the use of the facilities shall be subject to immediate revocation of facility use privileges and the City will retain all fees previously paid. Groups or individuals that fail to comply or violate Nibley City rules and/or regulations shall not be permitted future use without prior approval of the Nibley City Council.
3. Groups and individuals using a facility are responsible to pay for any damage to or loss of City property connected with such use. Nibley City will not be responsible for the loss, damage, or theft of equipment or articles owned by the user.
4. The event must be cleaned up completely and the facility must be vacated by dusk. This includes restrooms, kitchens, appliances, wiping down all tables, etc. Please help keep the city facilities clean.
5. The following are the rules of Nibley City Parks:
 - a. No possession and/or consumption of alcoholic beverages, tobacco, or illegal drugs.
 - b. Park in designated areas only.
 - c. Clean up after your pets.
 - d. No soliciting.
 - e. Motorized vehicles prohibited in parks.
 - f. Closed dusk till dawn.
 - g. **Bounce houses** are **NOT** allowed in our city parks.
6. The City employee in charge of any facility is authorized to enter any room at any time in the performance of their duties. In the use of any City facility, individuals and groups shall be subject to the direction of the City employee in charge of the facility.
7. Amplified equipment permitted only with the written approval of Nibley City.
4. No reservation is confirmed until all fees are paid in full.
5. Reservations, contracts, or privileges extended to any person, persons or group, for profit or not, shall not be granted for a period exceeding one (1) year. No use shall be granted in such a manner as to constitute a monopoly for the benefit of any one person or group of people.
6. Nibley City reserves the right at any time to refuse use of any facility to any group or individual who has violated any of the conditions, rules, or regulations governing the use of the facility.
7. Applicants may be required to show proof of insurance before application agreement is approved.
8. A special event permit may be required pursuant to city code.

Key Deposit for Elkhorn and Heritage North

1. If you have reserved Elkhorn Park, there is a small kitchen that is available for use. If the renter desires to use the kitchen they must come into the city office the business day prior to the scheduled reservation in order to pick up the key and pay the key deposit. It will be necessary to pay a \$25 key deposit in cash prior to obtaining the key.
2. For the Heritage North Park the pavilion doors will remain open AT ALL TIMES during the spring/summer (April 1 through October 31) and there are 9 picnic tables on the premises. During the fall/winter (November 1 through March 31) the garage doors will be shut, and the space is heated. Tables and chairs are available for use. During the winter months a \$25 deposit is due when you pick up the key and will be returned when you return the key.
3. The deposit will be returned to the renter after the key is returned and the kitchen is determined to be clean and free of any damage.
4. Nibley City reserves the right at any time to refuse the return of the deposit if the key is not returned, the facilities are left dirty, or there is any damage to Nibley City property.

Cancellation or Change Policy

There is a full refund for any reservation cancelled or changed prior to two weeks before the reservation date. If a reservation is cancelled or changed less than two weeks prior to the reservation date no refund will be granted.

Replacement and Cleaning Costs

Additional fees may be charged by the City if there is any damage to the city property. A cleaning charge of \$20/hour will be assessed if cleanup by city staff is necessary. Cleaning charges will be assessed in one-hour increments.

Reservations

1. Reservations for the Nibley City Park Pavilions require all persons to complete a Nibley City Park Pavilion Rental Agreement.
2. All applications for reservations should be submitted at least two (2) days in advance on the official form provided by Nibley City, which shall constitute a contract between the user and Nibley City and will include by inference all terms and conditions of these regulations. Nibley City may review applications submitted for facility reservations within the two-day period based upon availability.
3. All applications must be signed by a responsible adult, twenty-one (21) years of age or older, or the president, or other official representative so designated by the board or the requesting organization. The person/persons signing the application must be present at the event at all times, and is responsible for the supervision of the event and have the approved application on their person. Applications are nontransferable to other groups, facilities, dates, or times.