



Anderson Township Park District
Facility Rental Disclaimer 2017
Revised 12/28/16

Release, Hold Harmless, and Indemnification Agreement

Renter by and through the undersigned representative hereby covenants and agrees that Renter releases, holds harmless, and indemnifies Anderson Township Park District (“ATPD”), Anderson Foundation for Parks and Recreation, Anderson Township Government, Beech Acres Parenting Center, and its and their respective boards, trustees, employees, agents, attorneys, volunteers, and assignees from any and all loss, claim, judgment, damage, or any amount owed by reason of any further claim, demand and/or action at law or in equity that may at any time hereinafter be brought or made against any of them with the intent, or for the purpose of establishing or enforcing any further claim related to, or arising from or on account of injuries, property damage or in any way related to the rental of ATPD facilities by this Renter. This indemnification clause specifically includes the payment of attorney’s fees and/or legal expenses necessarily incurred to defend any and all claims made. Renter hereby acknowledges that no member of the “renter” organization is acting as an agent, representative, employee, or contractor of the ATPD, its agents or representatives.

Legal Compliance

Renter agrees to follow and adhere to all local, state, and federal laws applicable to the rental of the ATPD facilities and the activities emanating there from including but not limited to health, worker's compensation, discrimination, licensing laws, ATPD Rules and Regulations, ATPD Shelter Rental Policies and ATPD Field Policies. There should be no filming of TV commercials, or videos without prior written permission of the Executive Director.

House Bill 143, The Return to Play Law ~ effective 4/26/2013

Renter agrees to follow the guidelines for youth sports concussion training, safety, and awareness requirements as presented in House Bill 143, commonly called the “Return to Play” law, and the ATPD’s Youth Sports Concussion Policy.

Notification of Participants

The Renter agrees to notify and inform all participants of the organization of the aforementioned information and responsibilities. As the renter you are the responsible party. This includes damage and excessive trash not disposed of in an appropriate manner.

Authority to Bind Organizations

The Representative confirms and warrants that by executing this Agreement and Application on behalf of the Renter, he/she has full authority to so act on behalf of the Renter and to bind the Renter to the terms of this agreement. The term "Renter" includes the Organization listed, its members, agents, assignees and those persons assisting the Organization in its efforts and performing its duties hereunder.

Please sign and return this sheet with your payment:

Please check the dates & times listed on the invoice to confirm accuracy. If there are any problems with your reservation please call 513.474.0003. If everything is correct please sign and return with payment.

Payment types accepted: Visa, Master Card, Check or Cash.

Organization Name/“Renter” _____

Signature of Applicant/Representative _____

Please Print Name _____

Today’s Date _____

Emergency Assistance

If an emergency should arise please call 911.

Day of your reservation

- For attention needed at your shelter the day of your rental: On-Call Staff 513.266.3487.
- If there is a conflict with another party at your reservation, please call Hamilton County Dispatch Center at 513.825.2280.

Beech Acres RecPlex Payment and Refund Policy Payment & Refund Policy:

100% of all fees and charges are due two weeks after scheduling to hold all reserved dates and items. A \$25.00 administrative fee will be retained for rentals cancelled within two weeks prior to the rental date. Rentals scheduled one week in advance or less must be paid in full at the time of reservation. Refunds will not be issued for a cancellation within 48 hours of the rental.

All Other Park District Facilities (Shelters, Amphitheater and Camping) Payment, Refund & Rescheduling

Payments, Refunds & Rescheduling

1. 100% of all fees and charges are due two weeks after scheduling your reservation along with your signed Facility Rental Disclaimer, which will be provided with your reservation confirmation and invoice. If payment is not received by the invoice due date, your reservation will be canceled. If a reservation is made less than two weeks from the booking date, payment is due at time of booking along with your signed Facility Rental Disclaimer.
2. Reservation fees are refundable if reserving group gives written notice at least 30 days prior to the reservation date. Reservations will not be canceled until written notice is received from the reserving party. If a cancellation is made less than 30 days prior to the reservation date Anderson Township Park District will retain the entire fee.
3. If severe inclement weather on the day of the reservation caused the shelter area to become unsafe or unusable, the customer may request a refund. The refund request must be in writing within one week after the reservation date and all refunds are subject to a \$25 processing fee. Park staff will determine if weather has caused the reservation area to be unusable for that time period. All attempts will be made to reschedule, or a refund of the fee, less the \$25 processing fee, will be issued within two (2) weeks.
 - Inclement weather includes severe rain, lightning and storms, but does not include temperature being too hot or too cold, nor does it include light rain showers or the appearance/forecast of rain showers. Weather conditions will be verified.

General Park Information

1. Persons reserving a shelter/fire ring must be at least 18 years or older.
2. Person making reservation assumes responsibility for their group and condition of the shelter area after their group has left the premises. To qualify for Resident Rates, the person or organization making and paying for the reservation must reside in Anderson Township.
3. Payments accepted: Visa, Master Card, Cash or Check. A \$30 fee will be charged for all returned checks.
4. The shelter area is reserved for the exclusive use of the reserving group. The shelter may not be opened to the public. No collection of money by the renter is permitted on park property.
5. Available hours for reservations:

- Shelter rental rates apply to the time period of your reservation during the following hours:
 - Monday – Sunday: 9:00 a.m. until dusk (Beech Acres rentals may not begin until Noon on Sundays.)
 - Monday – Friday shelter rentals are ½ price except on holidays. (Friday reservations must be concluded by 2:00 p.m. to be eligible for the ½ price rate)
- Reservations are entitled to one-hour time period (included in their reservation fee) on the ball diamond if time is available. Any additional time beyond one hour will be charged at the regular rate. Please call the park office after May 1st to check availability and to make a reservation.

Photos

The ATPD reserves the right to publish photos taken on Anderson Township Park District property.

Clean Up

Please help keep your parks clean. Remember to clean up after your event. A clean-up fee of \$40 per hour will be assessed for trash (including decorations, food including rinds, shells, etc.) that has not been placed in the trash receptacles. To avoid the clean-up fee, you must leave the shelter as clean as it was when you arrived. This includes the ceiling, the picnic tables, and the floor. A clean up fee of \$40 per hour will also be assessed to clean any markings or repair any damage to the shelter area.

Grills

6. ATPD facilities offer grills in some of its shelters. Patrons may bring their own grill exercising appropriate caution considering the following:
 - No grills permitted for safety reasons at Beech Acres **Shelter #2 “Belle of the Beech”**.
 - Charcoal grills must be placed on the grass and coals extinguished/disposed of safely in a trash receptacle.
 - Tabletop gas grills may be placed on picnic tables.
 - Other gas grills may be used with caution where permitted.