

LINDLEY CENTER – 1102 E. Curtiss
Rental Agreement

Date of Use:	Approximate Number Attending:
Time of Use: 9:00am – 11:00pm (No activities on outside grounds allowed past 10:00pm)	
Type of Activity: Please provide event details in the space below:	
<p>Will you be utilizing the park during your event? Yes <input type="radio"/> No <input type="radio"/> If yes, please explain:</p> <p>If yes, a Parks Special Event Permit will be required. Please contact parkevents@bozeman.net for a permit.</p>	
<p>If alcohol will be present at the function, you must purchase a waiver. The fee is \$25 City / \$35 Non-City Waiver To Open Container Ordinance: Yes <input type="radio"/> No <input type="radio"/> (Requires a 2-week minimum for processing)</p>	
<p>Will there be any canopies or tents at your event? Yes <input type="radio"/> No <input type="radio"/> Bounce Houses: Yes <input type="radio"/> No <input type="radio"/></p> <p>Are you working with any rental companies? Yes <input type="radio"/> No <input type="radio"/></p> <p>NOTE: All rental equipment must be picked up before your reservation end time listed above. An additional reservation time may be needed. _____ (Initial acknowledgment)</p>	
<p>NOTE: Use of the Lindley Park when including canopies or tents, this will require a will require a special event permit with additional fees and paperwork. Please contact parkevents@bozeman.net to request a permit.</p>	
Name of Individual Responsible:	
<p>Non-Profit Name, if applicable: Must provide proof of 501-C3</p>	
Address (Physical/Street), City, State, Zip Code:	
Phone Number:	
Email:	

Please let us know if another person will be picking up the key: _____

When renting the Lindley Center, you agree to the Recreation Facility Reservation Policies:

- You must be 18 years of age or older to reserve a recreation facility. You must be at a minimum 21 years of age to have alcohol at your event (see #5 below).
- The time block you've paid for is the only time you may be in the building, including your guests, your caterer and rental companies. All rental equipment must be picked up before your reservation end time listed above. An additional reservation time may be needed.
- If you have a group size of seventy-five (75) or more, liability insurance is required and must meet the following requirements:
 - Group shall maintain \$1,500,000 liability insurance, \$750,000 per occurrence, additionally insuring the City of Bozeman, its officers, and agents as well as the group against loss and liability for damages including, but not limited to, personal injury, death, or property damage arising out of, or in connection with the use of the facility and/or park.
 - The insurance must be in place and the group shall provide proof of insurance satisfactory to the City of Bozeman prior to the commencement of the use covered by this agreement or the use will not commence as scheduled.

4. A) A cleaning/damage deposit is required for all facility reservations. Once the cleaning and damage facility check has been completed after your event by our staff, we will process your refund. Any damage to the facility, loss of key, or failure to clean the facility to the standards set by the Parks and Recreation Department will result in a deduction of the cleaning/damage deposit. If the cost of cleaning and/or damage exceeds the deposit amount, the renter will be sent an itemized statement for the remaining cost of cleaning/damage repair. The statement must be paid within 30 days of the date of issue. If your party arrives before the start of your rental period, you accept the building as is.
 B) Anyone who rents an indoor recreation facility that is requesting an alcohol permit or has a group size of seventy-five (75) or more is required to hire a professional, licensed, insured cleaner to clean the building immediately following their event and provide proof of the hire. Proof of hire must be submitted BEFORE your reservation takes place. This can be in the form of a receipt, email, etc. Either you or the cleaner can email recdept@bozeman.net with that information. The cleaner has to be done no later than two hours after your reservation time ends. Any event that does not fall into those categories is highly encouraged to hire a cleaner to ensure the facility is clean enough for the full deposit to be returned. If you do not provide proof that a cleaner has been hired, the deposit required will be doubled.
5. All items must be removed from the facility by the end of the reservation time listed on the agreement. After returning the key, the deposit (or remainder thereof) will be mailed to the renter by the City of Bozeman Finance Department within three weeks.
6. Public drinking or display or exhibition of open alcoholic beverages (open containers) is prohibited in public parks and recreational facilities. (per BMC 4.04.030) A waiver of this requirement may be granted. (per BMC 4.04.050) A separate application and fee are required.
7. A 'safety supervisor' is required for events with 75 or more adults (minimum 18 years of age) where alcohol is served.
8. Selling of goods, alcoholic beverages, or charging admission to attend a function is prohibited without approval of the Parks and Recreation Director. (per BMC 26.02.070)
9. **Smoking is prohibited in all recreation facilities.** If there is evidence of smoking in the facility, all of the deposit will be withheld.
10. The renter is responsible for the conduct and actions of the individuals attending the function. Attendees shall not mark, deface, or remove any tables, chairs, benches, refrigerators, railings, equipment, signs, or other city property.
11. Recreation facilities are located in residential areas. Strobe lights, loud noise, indoors or outdoors, are prohibited. Music may be played inside the facility with the volume adjusted so it cannot be heard outside and shall end by 10:00pm. If we receive a complaint from the neighbors after 10:00pm or police are called, renter will lose their deposit. BMC Noise Ordinance applies to all rental facilities.
12. Animals are not permitted in the recreation facilities except service animals authorized under the Americans with Disabilities Act.
13. Vehicles shall park in designated parking areas only.
14. Roller blade or skateboard use is prohibited inside facilities and on porches.
15. Overnight stay and camping is prohibited.
16. Renter is responsible for shoveling sidewalks and stairs. A shovel and ice remover are provided.
17. All functions in Recreation facilities must end by 11:00pm. Renter is responsible to clean the facility immediately after the function according to the clean-up list and remove all personal effects. Cleaning must be completed by 6pm or 1am, depending on reservation time.
18. Renter shall pick up all glass and litter in and around the facility and deposit in the dumpster.
19. Renter shall report all damages to the Parks and Recreation Department. All non-reported damage or violations of these policies may result in the loss of privilege to rent this facility.
20. No tape, staples, nails or tacks on the walls or ceiling. Nothing adhered to walls or doors.
21. The entire deposit will be forfeited if excessive cleaning is required or unsanitary conditions exist (i.e., vomit) upon inspection.
22. Any police officer shall have full authority to void facility rental permits should the activity hereby approved become disruptive or abusive to disrupt the peace of the area or involve any violations of park or building rules and regulations. Violation of rules, regulations, or laws may result in denial of future reservation requests.
23. It will take 3-4 weeks for your deposit to be returned to you via a check in the mail. I have received a copy of this agreement and the cleaning checklist. I agree to abide by the policies and rules of this agreement for use of the facility and the cleaning of the facility.
24. I accept all risk and liability for and on behalf of myself and those attending this event, and agree to hold the city of Bozeman harmless from any and all claims, suits or actions arising out of any damages sustained as a result of the permitted event and furthermore agree to take full responsibility for the conduct of the function, including but not limited to, seeing that all laws, ordinances and regulations are obeyed by those in attendance; and that the facility is left in a safe, sanitary and clean condition and will follow all facility rules.

Signature of person responsible: _____ **Date:** _____

FOR CITY USE ONLY

Approved by designee of Director of Parks & Recreation Department _____ Date _____

Paperwork	_____
Payment	\$ _____
Key	# _____