

# Daily Shelter Rental Agreement

**Please review the following information carefully. Sign, initial and return to the Johnson County Parks Office in person, scan via email to [jocopark@co.johnson.in.us](mailto:jocopark@co.johnson.in.us) or mail it to Johnson County Parks, PO Box 246, Franklin, IN 46131.**

- Alcohol is not allowed in **Independence Park** at any time.
- During your event, do not block any roadways, or parking areas with vehicles. Use only designated parking areas.
- No open flames allowed. No outside cooking equipment is allowed (personal grills, deep fryers, etc.).
- No amplified music is allowed without prior approval from the park office.
- Tents larger than 10x10 cannot be erected or placed on park property without prior approval (min. 1 week prior to the rental) from the park office.
- Children must be supervised at all times.
- Inflatables (Bounce Houses, slides, etc.) and other carnival/festival items are NOT permitted.
- Water features, sprinklers, slides, dunk tanks or any item that requires excessive park resources are NOT permitted.
- There is **NO SMOKING** or e-cigarette usage allowed in any park shelter at any time. Smokers must be at least 8 feet from any doorway or building entrance. Cigarette butts must be disposed of properly and not littered throughout the area.
- **Rental hours are from dawn to dusk.**
- **Independence Park gates will lock just after dusk.**
- **Upon leaving please take all trash out with you or place your trash in the dumpsters located in the park.**
- **NO STAPLES, NAILS, OR DUCT TAPE can be left in shelters or on picnic tables.** All traces must be removed before leaving.
- Any property or items left in the facilities will become property of Johnson County Parks and Recreation and may not be returned.
- **Remove ALL SIGNS, BALLOONS, BANNERS, etc. from park property. Materials found after your event will result in a minimum \$25 fee per item left.**

It is agreed that the applicant and all individuals associated with your event will abide by all State, Federal, and Local laws and ordinances relating to Johnson County Parks and Recreation Department's facilities, grounds, and property. It is further agreed that the applicant and all members, guests, or employees of applicant will execute and submit with this application an agreement, in writing, holding Johnson County Commissioners and Johnson County Soil and Water District and Johnson County Parks and Recreation Department ("the indemnified parties") harmless for any loss or damage, including, but not limited to bodily injury and property damage occurring by reason of, in connection with, or as a result of the use of the facilities, grounds, and property requested.

The organization/individual identified on this contract shall indemnify and hold the indemnified parties harmless from any and all claims, demands, actions, damages, costs and charges to which the indemnified parties may be subject to or which the indemnified parties may have to pay by reason of any injury to any person or property, or loss of life or property resulting from or in any way connected with, the character, condition or use of the premises, or any means of ingress thereto or egress there from, or from the facilities or equipment provided pursuant to this contract, and shall, at its own expense, assume the defense of such claims and actions for damages arising out of such injuries or losses which may be brought against the indemnified parties by any such entity, and shall pay any such judgments that may be rendered in any such actions.

Applicant agrees that they will be responsible for ensuring that all trash, debris, refuse, waste, and recyclable materials generated by this event are collected and removed from the Johnson County Parks and Recreation Department's facilities, grounds, and property per direction provided by park staff. Applicant will be responsible for all costs of staff clean-up after the event, as determined necessary by the Johnson County Park and Recreation Department and will be charged with \$25 per hour per employee, plus expenses as necessary. Applicant further understands that failure to pay these costs within thirty days of the close of the event may subject them to additional legal action to collect all amounts due, and that applicant will be responsible for any expenses incurred by Johnson County and/or the Johnson County Parks and Recreation Department as a cost of collection of these fees, including but not limited to court costs and reasonable attorney's fees.

**Please review the following information, initial, sign, and return to the Johnson County Parks Office.**

	Initials
I understand that rental fees are non-refundable.	
I understand that if there is a cancellation, I will be issued a credit to use at another time.	

**In the event of a public safety emergency, declaration, etc.; rentals may be canceled or rescheduled due to federal, state or local guidelines. If renter cancels the event, the park office must be notified 24 hrs. in advance to receive a credit.**

By signing below, I am agreeing to all the terms and conditions of this contract and have read and understand all of its contents and addendums. I also agree to the rules and conditions above and am responsible for everyone in my event abiding by them.

Shelter Rented		Date of Rental	
Contact Phone Number		Contact Name	
Signature		Date	

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**For Office Use Only**

**Today's Date:** \_\_\_\_\_.

Amount of Payment Received: \_\_\_\_\_

Staff Initials: \_\_\_\_\_

Check # \_\_\_\_\_  Cash  Charge

Notes on Rental: