



## **RENTAL REGULATIONS GOVERNING USE OF COVERED PICNIC SHELTERS**

It is the policy of the City of Burlington to permit the use of its facilities by local area citizens, organizations, and groups for periodic and temporary activities. The City intends the use of the facilities to be for all citizens, focusing on senior, youth, and adult activities. Rental for commercial or "for profit" is not allowed unless approved by the Burlington Parks & Recreation Director.

### **HOLD HARMLESS AGREEMENT**

The user will agree to defend and to indemnify and to hold and save the CITY, its employees, and agents harmless from and against all liability, claims, suits, damages, costs, losses and expenses, including all expenses of litigation, including attorney fees, in any manner resulting from, arising out of, or connected with any loss or damage to any property caused by or resulting from any act or omission of the user or any officer, agent, employee, guest or visitor in or about the room or building during the event to be held on the date specified in the Rental Agreement.

### **HOURS OF OPERATION**

Picnic shelters and park facilities are available for use each day of the week, Sunday through Saturday, from 8:00 a.m. until sunset.

### **RESERVATIONS**

All persons or groups wishing to reserve a park facility may obtain reservations and general information from:

Burlington Parks & Recreation Department	Phone: 360-755-9649
900 E. Fairhaven Avenue	Fax: 360-755-1017
Burlington, WA 98233	Email: <a href="mailto:bparks@ci.burlington.wa.us">bparks@ci.burlington.wa.us</a>

The City of Burlington reserves the right to deny use of City facilities to any applicant when it is felt in the judgment of the Mayor or his designee that the intended use of the Center, or the principals, philosophy or background of the applicant organization would be detrimental to the best interest of the citizens of Burlington.

A confirmed reservation requires a completed Rental Agreement, full payment of all fees and, when applicable, a Certificate of Liability Insurance.

\*Checks are payable to Burlington Parks & Recreation (or B.P.R.)

### **CANCELLATIONS & REFUNDS**

The following administrative fee will be charged for cancellations or date changes made prior to the scheduled event:

- \$25.00 With 61 or more days notice prior to rental date
- \$50.00 With 15 to 60 days notice prior to rental date
- \$100.00 With 8 to 14 days notice prior to rental date
- 50% or \$100.00 With 7 days or less notice from rental date, the greater of the following admin fees will be assessed: *50% of rental and monitor fees* OR *\$100*
- If the rental fee is less than the administration fee, 100% of the rental fee will be retained.

### **INFLATABLES AND OTHER AMUSEMENT RIDES**

Inflatables and other amusement rides are not permitted in City parks except for events sponsored by the City of Burlington. This feature may be approved at the Parks and Recreation Director's discretion for other special events.

## RENTAL FEES

In order to confirm a reservation, all fees are to be paid at the time of filing the Rental Agreement with the Burlington Parks and Recreation Department.

<b>COVERED SHELTER:</b>	City Resident Mon-Thur	Non Resident Mon-Thur	City Resident Fri-Sun	Non Resident Fri-Sun	Damage Deposit
MAIBEN SHELTER East Half or West Half 1011 Greenleaf Ave, 98233	\$60	\$95	\$65	\$115	\$100
ENTIRE MAIBEN SHELTER 1011 Greenleaf Ave, 98233	\$100	\$150	\$120	\$200	\$200
HORSESHOE PIT SHELTER 1720 Whitmarsh Rd, 98233	\$65	\$110	\$70	\$125	\$100
ROTARY PARK SHELTER – No BBQ 821 S. Section St, 98233	\$50	\$75	\$55	\$90	\$100

## ACCEPTED FORMS OF PAYMENT

The Damage Deposit is payable with cash or check only. All other fees may be paid with Visa/Mastercard, cash or check. Checks should be made payable to B.P.R. (or Burlington Parks & Recreation).

## DAMAGE DEPOSITS

Deposits will be refunded within 10 working days from rental date after the following conditions have been met:

- There has been no destruction of the building or property,
- All rules and terms of this agreement have been complied with,
- City ordinances have not been violated.

## INAPPROPRIATE FACILITY USE

Any unlawful behavior or mischievous act while using the City's facilities can result in eviction. Misconduct, rowdiness, damage or destruction of City property or failure to leave the premises in a satisfactory condition may be sufficient reason to refuse future use of the facility to offending Event Sponsor. The City may hold the Event Sponsor responsible for damage including repairs and/or replacement.

## COVERED SHELTERS

- Consumption of alcohol in City parks is not permitted.
- Amplified music in City parks requires prior approval from the department director.
- Outside facilities should be left clean after each event for the next patron's use.
- Loose garbage should be picked up from the ground, tables and sink.
- Full garbage bags at Maiben Park Shelter should be placed in the trash dumpster located inside of the green-gated area at the west end of the Community Hall building. Event Sponsor should replace bags in emptied garbage receptacles with clean 33 gallon bags. Full garbage bags at other locations should be removed from the trash receptacle and replaced with a clean 33 gallon bag. Full bags should be sealed and left near receptacle for pickup by Parks staff.
- BBQ grills are available at no additional charge for the pits located at Maiben Shelter & Whitmarsh's Horseshoe Shelter. Event Sponsor must notify the Parks Department in advance if grills will be needed for the day of rental. The Sponsor is responsible for supplying their own wood and/or charcoal.
- All personal belongings and decorations are to be removed from the shelter immediately after the event.

## CLEANING SUPPLIES TO BRING WITH YOU:

- Large Garbage Bags (33 gallon)
- Multipurpose cleanser
- Paper towels, cleaning cloths, sponge
- Cleaning or grilling supplies when using BBQ pit

***\*Please Note: Unless reserved, covered shelters are available to the general public for use. Some cleanup should be expected prior to the event.***

**YOUR COPY OF THE SIGNED-AROUND RENTAL AGREEMENT IS  
YOUR PROOF OF "RIGHT OF OCCUPANCY".**