Mulberry Centennial Park
Fees and Application for use of Park Pavilion

Pavilion Rental: $107 for Mulberry residents who live in the Town limits (who receive a Mulberry Municipal Utility Bill). Anyone outside of the Town Limits $160.50 (who do NOT receive a Mulberry Municipal Utility bill).

Damage Deposit: $100 Damage Deposit can only be Cash or Check and must be a separate form of payment from the Rental Fee.
(Refunded if pavilion is cleaned after use, key returned within 24 hrs. of event, no damage & all Terms of Use and Restrictions are followed).

Household Sales OR Company Picnics: $150.00 rental fee plus a $150.00 Deposit. (Deposit is refunded if Pavilion is cleaned after use, key returned within 24 hrs. of event, and no damage.)

Not for Profits: Any 501(c)(3) nonprofit organization or governmental entity with a Mulberry address will be allowed one free rental per year. After the one free rental has been exhausted, a discounted fee of $53.50 will be charged for any subsequent rentals. Check or cash for the deposit will still need to be held at the Town Hall.

Rental fees and signed application must be received at Mulberry Town Hall within 7 days of making the reservation. Damage deposit is due at the time the keys are picked up from the Town Hall.

Application PLEASE PRINT

1. Name (Contact Person) _____

   Address: _____

   Telephone: _____

2. Estimated number of people using the shelter house:_____

3. Date of usage: _____

4. Use of the premises is for the purpose of: _____

5. During your rental, will there be animals at the pavilion YES or NO (circle)
   If yes, what is the reason: _____

6. The undersigned person making this application acknowledges receipt of a copy of this application including restrictions and terms which are printed on the reverse side of this application. Copies upon request.

7. In consideration of the permission given, Applicant agrees to hold harmless the Town of Mulberry, its officers and employees from all liability for property damages, personal injury and death in any manner arising out of usage of property

of the Town of Mulberry, except liability arising from the sole negligence of the Town of Mulberry.

Date: _____ Applicant's Signature: _____

Mulberry Centennial Park
Terms of Use and Restrictions

1. The damage deposit is required at the time the keys are picked up for the Pavilion/Restroom. The deposit is refunded if the Pavilion is cleaned, trash is removed from the Pavilion and deposited into the dumpster, and the keys are returned to the Town Hall within 24 hours of the event. If the Town Hall is NOT open, the keys may be placed in the drop box located at the Town Hall. Your deposit may be picked up or mailed to the contact person listed on the front of this application no later than 5 business days after rental date.

2. Shelter Rental hours are from 7AM to 10PM

3. In case of damage or breakage of any equipment owned by the Town of Mulberry, the renter is responsible for the cost of repair and/or replacement unlimited by the damage deposit.

4. Alcoholic beverages of any kind (beer, wine, etc.) are not permitted in the Park or in the Pavilion at any time. NO gas griddles or grills allowed inside the building.

5. The Pavilion must be left as it was found; with all tables cleaned and back in their original places. If furniture is moved, it must be carried, not dragged, over the floor surfaces.

6. **All garbage must be removed from the Shelter House and deposited in the garbage dumpster provided outside the Pavilion. Trash bags are not supplied by the town.**

7. Lighting must be turned off and the building secured before you leave the premises. All windows must be closed and locked upon leaving the Pavilion.

8. **NO tape, nails, tacks, etc. are to be used on the walls, ceiling or tables.** There are rubber bands and table clips provided by the Town for your convenience. These items will help hold down table covers. Please **do not** remove these items from the pavilion. The goal is to have all renters have access!

9. The Pavilion is a smoke-free facility.

10. The Town of Mulberry is happy to make its facilities available to the public. However, it does reserve the right to refuse or discontinue availability if felt to be in the best interest of The Town of Mulberry.

11. The applicant and applicants' guests assume the risk of all accidents or injuries which may occur as a result of activities they engage in or conduct, or from usage of equipment not furnished by the town of mulberry, or from negligent use of park facilities or equipment.

12. During times of frigid temperatures, we ask that you help us avoid frozen water pipes. **Please keep the water tap open just enough for a slow trickle in the kitchen and bathroom faucets.** Continue the slow trickle during your rental **AND** upon leaving the building.

13. The ceiling fans must remain on. This helps circulate heat in the building. **Before you leave:** Check to make sure the faucets are open and at a slow trickle and the ceiling fans remain on.

14. Park rental includes the following inventory **which may not, under any circumstances, be removed from the interior of the shelter**:

a. Twenty (19) 8-foot-long commercial grade tables
b. One hundred sixty (160) commercial grade chairs
c. Five (5) heavy duty chair racks
d. Two (2) table Carts

If such inventory listed above is damaged or missing, Applicant agrees to pay to replace each damaged or missing item. Replacement costs are as follows:

a.	Twenty (20) 8-foot-long commercial grade tables	**$90.00 each**
b.	One hundred sixty (160) commercial grade chairs	**$25.00 each**
c.	Five (5) heavy duty chair racks	**$250.00 each**
d.	Two (2) table Carts	**$170.00 each**

In the event Applicant fails to pay to replace any damaged or missing item as described above and any suit or action is instituted to enforce any provision in this agreement, Applicant the Town of Mulberry, Indiana, is entitled to recover from Applicant any and all fees, costs, and expenses of enforcing this provision, including without limitation, such reasonable fees and expenses of attorneys, which shall include, without limitation, all fees, costs, and expenses of any appeal.

The use of the premises is noncommercial in nature, and the undersigned will not permit any commercial use of the premises during the period of occupancy. If the use of the premises is commercial in nature, sufficient proof of insurance has been provided to the Town of Mulberry not less than five (5) days in advance of the occupancy.

Below information for Town of Mulberry Use Only

Key # _____ Key Returned: _____

Rental Fee: _____ Deposit Fee: _____ Check #_____ Cash or Card