

**City of Fairway, Kansas**  
**Department of Parks & Recreation**  
**Large Shelter Rental Application**



Contact Person: \_\_\_\_\_ Organization: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Address of Organization: \_\_\_\_\_

Date Requested for Rental: \_\_\_\_/\_\_\_\_/\_\_\_\_ Requested Time (circle one): 9am-2pm 3pm-8pm 9am-8pm

Nature of Reservation: \_\_\_\_\_ Number of Participants: \_\_\_\_\_

List all third-party vendors (if applicable):

**Large Shelter**

Shelter Rental fees are based on groups not exceeding 50 patrons. Groups larger than 50 patrons must be pre-approved by the Parks & Recreation Director or his/her designee prior to rental application submittal. An additional charge of \$20.00 may be applied to groups over 50 patrons. Reservation fees are due at the time the Shelter Reservation Application is submitted. There are 4 picnic tables located inside the Large Shelter.

	Half Day	Full Day
Resident/Pool Member Rental Fee:	\$25.00	\$40.00
Non-resident/Non-Member Rental Fee:	\$40.00	\$55.00



**Staff Use Only**

Date: \_\_\_\_\_ Payment: \$ \_\_\_\_\_ CA/CK # \_\_\_\_\_ Receipt # \_\_\_\_\_ Staff Initials: \_\_\_\_\_

**Terms and Agreements**

1. Rentals are subject to facility availability and must be requested by persons at least 18 years of age.
  2. Shelter Rental applications are for the large shelter only. The remainder of the park is open to the public on a first come, first serve basis.
  3. Rental applications must be submitted with full payment a minimum of one week in advance of the rental date to the Parks & Recreation Department at City Hall, 5240 Belinder Road. Swimming Pool staff may not schedule rentals at the swimming pool.
  4. City ordinances prohibit possession and consumption of alcohol on City property unless a Temporary Alcohol Beverage Permit is obtained.
  5. Amplified sound is not permitted for Shelter Rentals without prior approval from the Director of Parks & Recreation or his/her designee.
  6. The rental group is responsible for clean up and is to be out of the facility by the specified end time. Shelter Rentals must deposit any overflow trash that does not fit in the provided park receptacles, in the dumpster located in the parking lot.
  7. The rental group must follow all federal, state and local laws and regulations including City rules and ordinances.
  8. Renters are responsible for returning the area to its pre-existing condition.
  9. Rental fees are non-refundable. Rentals may be re-scheduled during the current calendar year if cancelled at least 24 hours prior to the start time (subject to facility availability).
  10. Any group wishing to bring in a third-party (such as clowns, disk jockey's, caterer's etc.) to the facility must list the vendor(s) on this form at the time the application is submitted.
  11. The City will request proof of liability insurance from the rental applicant as well as any third-party vendors. The City shall determine the level of coverage necessary, which may include requiring the rental applicant or the third-party vendor to list the City of Fairway as "additional insured" and a "Certificate Holder" on the holder's policy.
  12. The City reserves the right to deny, cancel, postpone or terminate any portion of a facility rental for safety reasons related to weather, unsafe actions of the renter or if doing so is deemed in the best interest of the City.
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In connection with the performance of this Reservation, the reserving party further agrees to comply with all applicable provisions of all state and federal non-discrimination laws.

(Individual, Group or Organization) \_\_\_\_\_ further agrees to not discriminate against any person because of race, religion, color, sex, disability, age, national origin, sexual orientation or ancestry in the admission or access to, or participation or employment in, its programs, services and activities. If the City determines that the reserving party has violated any of the applicable provisions of any state or federal law or that the reserving party has discriminated against any person because of race, religion, color, sex, disability, age, national origin, sexual orientation or ancestry, such a violation and/or discrimination shall constitute a breach of this agreement and the City may cancel terminate or suspend the reservation in whole or in part.

The Parties do not intend this provision to subject any party to liability under state or federal law unless it applies

\_\_\_\_\_  
Print Name of Individual, Group or Organization

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

I have read and thoroughly understand and agree to abide by all the rules and regulations set forth in this agreement. I understand that failure to abide by all these rules and regulations will result in a forfeit of this application and any fees associated with it. **I also understand that the City of Fairway does not collect a security deposit, however I will reimburse the City for any damages that occur as a during the rental period, including material and labor costs for damage, excessive mess, trash, etc.**

\_\_\_\_\_  
Print Name of Individual, Group or Organization

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

**Affidavit**

(Individual, Group or Organization) \_\_\_\_\_ shall indemnify and hold the City of Fairway harmless from and against any loss, cost or damage of any nature arising out of any action or claim against Fairway, its agents or its employees, in connection with or around Peterson Park immediately prior to, immediately after and during the period for which the shelter is reserved by the above named individual, group or organization.

\_\_\_\_\_  
Print Name of Individual, Group or Organization

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

**Release of Liability:** The reserving party (be it an individual, group or organization) releases and forever discharges the City and any and all of the City's representatives, elected and appointed officials, designees and assigns from any and all claims, actions, obligations, and causes of action that the reserving party or its directors, officers, agents, representatives, employees, successors, heirs, assigns or attorneys have or may have against the City, and specifically from any and all liability, actions, claims, demands or suits arising out of, resulting from, or in any manner pertaining to this Facility Rental.

\_\_\_\_\_  
Print Name of Individual, Group or Organization

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature