

RESOLUTION NO. 2023-63

A RESOLUTION APPROVING THE RENTAL AGREEMENT FOR THE USE OF THE FREEDOM PARK SHELTER HOUSE.

WHEREAS, the City Council desires to allow the renting of the Freedom Park Shelter House; and

WHEREAS, if approved, said rental policy shall become effective upon the passage of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the Rental Policy for the use of the Freedom Park Shelter House is hereby approved, and a copy is attached hereto and incorporated herein by reference.

PASSED AND APPROVED this 5th day of September, 2023.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

FREEDOM PARK SHELTER HOUSE RENTAL POLICY

Reservations: Reservations will be kept by the City Clerk's Office at City Hall, 375-1733 and coordinated with the Park and Recreation Department. Reservations must be made ten (10) business days prior to rental. Any cancellations must be given 48 hours in advance to receive a rental fee refund. Priority will be given to City of Wayne events. The hours of rental shall be from 8:00 a.m. to 9:00 p.m. during the weekdays and weekends. All events, including City sponsored events, shall be scheduled in advance.

Capacity: The seating capacity is **64**. The parking lot capacity is **30** stalls.

Rental Fees and Deposits: The rental fee and deposit must be paid prior to rental of the facility. Payment can be made in the City Clerk's office on Monday through Friday from 7:30 a.m. to 4:30 p.m. The rental fee is **\$100.00** per day. A cleaning/damage deposit of **\$150.00** is required from all renters. This deposit will NOT be returned unless all rental requirements are met. The deposit may be picked up at the City Clerk's office on the second business day after rental.

Responsibility: The group renting the building will be responsible for set-up, tear down and clean up of the premises. Anything brought into the Freedom Park Shelter House by the renter shall be removed on that day. There shall be no hangings on the walls. All rules will apply to City employees with no exceptions. Renters shall turn off all lights, including the lights in the bathrooms.

No tobacco products are allowed. Because of potential fire hazards, smoking is prohibited in the building and on the outside property grounds.

**RENTAL AGREEMENT
FOR USE OF THE
FREEDOM PARK SHELTER HOUSE
WAYNE, NEBRASKA**

1. Name of Renter: _____
2. Purpose of Rental: _____
3. Period of Freedom Park Shelter House Use:
 Dates of Use: _____ Day(s) of Week: _____
 Number of Days: _____ Hours of Day: _____
4. Rental Charge: \$_____ (daily)
 Cleaning Deposit: \$_____
- Total Charge: \$_____ (if for several days)

5. RENTAL FEES MUST BE PAID IN ADVANCE

Checks will be made payable to the City of Wayne.

The Undersigned agrees to the terms and conditions set forth herein (including Addendum No. 1 attached hereto), and the City acknowledges receipt of payment of the rental charge specified in Section 4 above.

CITY OF WAYNE, NEBRASKA

By _____

Renter
Address: _____
Telephone: _____

**ADDENDUM NO. 1 TO RENTAL AGREEMENT
FOR USE OF THE
FREEDOM PARK SHELTER HOUSE**

Agreement for Consumption of Alcoholic Beverages

1. I/We, _____, request
(Responsible Party for Agreement Referenced Above)
permission to serve alcoholic beverages on _____,
(Date(s) of Use)
during my/our use of the Freedom Park Shelter House for
_____.
(Purpose of Use)
2. I am/We are at least twenty-one (21) years of age.
3. I/We agree that consumption of alcoholic beverages will be in compliance with the applicable liquor laws, rules and regulations of the State of Nebraska, Wayne County, and City of Wayne. Any activity requiring approval of the Nebraska Liquor Control Commission will be obtained and evidence of said compliance will be furnished to the City of Wayne at least fifteen (15) days prior to my/our use of the Freedom Park Shelter House. I/We further agree to hold the City of Wayne, Nebraska, and their agents harmless for and from any violation that may occur during this use period.

4. Alcoholic beverages will be available to attendees.

() YES () NO

If YES then a special designated liquor license permit will be required.

5. I/We understand that failure to comply with any of these conditions will result in the immediate cancellation of the use agreement. I/We further agree to release the City of Wayne and its agents of all obligations and hold them harmless from any loss I/we may suffer as a result of such cancellation.

RESPONSIBLE PARTY:

CITY OF WAYNE, NEBRASKA

By _____

By _____

Date: _____

Date: _____

Freedom Park Shelter House
Clean-Up Checklist

Date of Rental: _____ Time: _____

Reason: _____

This checklist has been provided for your use in proper clean-up. Each line must be initialed upon completion of the task and signed below by the individual renting the facility. Please return this checklist to the City Clerk's office to secure your deposit refund.

- _____ 1. All tables and chairs will be cleaned off and returned to their respective places.
- _____ 2. All paper and debris shall be picked up and placed in the provided wastepaper baskets. (Garbage bags are to be provided by the renter.)
- _____ 3. All materials brought to the meeting shall be removed.
- _____ 4. All lights, including bathroom lights, shall be turned off upon leaving the meeting room.
- _____ 5. The doors shall be secured.
- _____ 6. All games and equipment will be returned to their respective places.

Renter's Signature