

RENTAL AGREEMENT

Hamilton Township Amphitheater

Subject to the terms and conditions of this Rental Agreement, Hamilton Township hereby agrees to rent the Hamilton Township Amphitheater to the responsible party set forth in paragraph one. It is agreed that the signing party will hold the Township of Hamilton harmless of any damage or injury that the signing individual/group might incur during its use and occupation of the above-name facility. Any damage would be an additional charge to the rental fee. By signing this Rental Agreement, the responsible party agrees to abide by the park rules, regulations and terms, and is legally responsible for the costs and expenses set forth in this Agreement:

1. RESPONSIBLE PARTY.

Organization/Group _____
(if applicable)

Responsible Individual: _____ (the individual signing as responsible individual is personally guaranteeing the terms of this Agreement).

_____ (address)

_____ (telephone number)

_____ (email)

2. RENTAL TERM. The Hamilton Township Amphitheater is being rented for the following dates(s) (you are only reserving the amphitheater, not the whole park):

_____ commencing at dawn
starting date

_____ ending at dusk
ending date

In the event the responsible party does not turn the premises back over at the time specified, Hamilton Township reserves the right to charge additional rent for such time until the premises *is* turned back over.

3. RENTAL AMOUNT. As rent for the Hamilton Township Amphitheater, the responsible party agrees to pay Hamilton Township the sum of \$ _____. Rent is due at the time this Agreement is signed.

4. SECURITY DEPOSIT. To confirm that the Hamilton Township Amphitheater will be turned back over at the appropriate time, in clean condition, and without damage, the responsible party agrees to pay a security deposit of \$ _____. This security deposit is due at the time this Agreement *is* signed. Hamilton Township will inspect the premises within 72 hours after the ending date in paragraph 2 of this Agreement and shall return any unused portion of the security deposit within 7 days after inspection.

5. CLEANING. The responsible party shall clean-up after their use of the Township

Amphitheater. The Hamilton Township Amphitheater shall be returned to the Township in good condition. Cleaning includes, but is not limited to picking up any garbage and bagging all trash and placing it in the appropriate receptacle.

6. Except for grills and table-top units for maintaining warm foods, no open flames (i.e. candles, oil lamps, etc.) are allowed within the area. "Sterno" is the only open flame product approved for use. They must be used with chafing dishes only. Do not dispose of any used, or partially use, "Sterno" containers on the township grounds.
7. **DAMAGES.** The responsible party shall reimburse Hamilton Township for any damage caused to the Hamilton Township Amphitheater during the time that the Township Amphitheater is rented. This shall include turning over the Township Amphitheater with the floor in clean condition, no holes or other damage to the structure and no unreasonable damage to any other portion of the Hamilton Township Amphitheater and adjacent property. Hamilton Township may, at its discretion, withhold part and/or all of the security deposit to cover costs and repairs, may seek additional damages from the responsible party if appropriate. Hamilton Township, at its discretion shall make all determinations as to what repairs are required.
8. **RESTRICTIONS PERTAINING TO USE:**
 - a. **No alcohol** No alcoholic beverages (beer, wine, liquor) shall be served on the premises. The responsible party shall not permit its guests to bring alcoholic beverages onto the premises or to dispense same. Premises shall include not only the Township Amphitheater, but also the parking lot and grounds.
 - b. Nothing on the structure. Nothing shall be taped, tacked, or otherwise affixed to the Amphitheater. You may use the eye hooks that are provided. No confetti decorations, sparklers or fireworks.
9. **BINDING AGREEMENT.** This Agreement is binding upon the parties assigned together with their heirs, successors, and assigns.

Agreement made effective this _____ day of _____, 20__

Hamilton Township

Title

Responsible Individual

Organization/Group Name (if applicable)

