



TOWN OF TOWNSEND

Pavilion Rental Contract

Print Legibly – Complete All Information & Return to Townsend Town Hall

Applicant: _____

Organization (if applicable): _____

***Address:** _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Cell:** _____ **Fax:** _____

E-mail Address: _____

Date Requested: _____ **Time Requested:** _____

Expected Number of Guests: _____

Purpose (explain event in detail): _____

*\$100.00 security deposit required ____ (initial).

*Full rental payment must be submitted with application. ____ (initial)

*\$75.00 Rental Fee required (Townsend Resident) ____ (initial).

*\$125.00 Rental Fee required (Not a Townsend Resident) ____ (initial).

*\$75.00 Rental Fee required (Non-Profit Organization) ____ (initial)

*Attendance may not exceed expected number of guests. ____ (initial)

*NO MONETARY REFUND WILL BE ISSUED UNLESS CANCELLATION IS RECEIVED
SEVENTY TWO (72) HOURS PRIOR TO THE EVENT. ____ (initial)

NOTE: All vehicles must park in designated parking areas. ____ (initial)

NOTE: Please bring additional trash bags for trash remove/cleanup. Trash bags shall be tied and place at the dumpster. Area must be cleaned up at the end of the event.



LIABILITY AGREEMENT

In consideration of the grant of permission to the above Organization by the Town of Townsend for the use of its park grounds and/or facilities of the Town of Townsend on the date(s) requested, the undersigned being a duly authorized representative of said Organization and for and on behalf of the individual members thereof, to release the Town of Townsend and its agents, employees, and representatives from any and all claims for personal injuries, death, and property damage which may arise from or during the use of said park grounds and/or facilities pursuant to said grant of permission and do further agree to defend, indemnify, and save harmless the Town of Townsend and its agents, employees, and representatives from any and all such claim.

I, _____ have read the Town of Townsend use and regulations and agree to abide by those regulations.

I, _____ understand and agreed that this event and its location may not be publicized or advertised until written confirmation of approval is received by the applicant.

I, _____ have read the State of Delaware Guidance on Outdoor Gatherings and agree to comply with the requirements outlined in the Governor's State of Emergency to include guidance found at <https://governor.delaware.gov/health-soe/twenty-seventh-modification-state-of-emergency-declaration/>

I, _____, also agree to indemnify and hold harmless the owner, Town of Townsend, from all damage and liability for anything whatsoever arising from, or in connection with the use of the premises by myself, the Renter, and hereby release the Town of Townsend from any charge or damage and liability arising in connections with the occupancy of myself, the Renter, of the premises.

Applicant's Signature and Date

Town of Townsend Signature and Date



Park Policies and Regulations.

- *An application for park Pavilion use must be obtained at least one month prior to the planned event.*
- *Renter must supply copy of driver's license or valid picture ID before rental.*
- *Rental fee is for 3 (three) hour blocks, which includes event setup and cleanup. Should you need to reserve additional time, please let us know and we will book for an additional three hours at an additional rate. Note, we do not pro-rate fees.*
- *Rental fee is \$75.00 for residents (within the incorporated town limits), \$125.00 for non-residents.*
- *Rental fee must be submitted with application.*
- *A security deposit of \$100.00 is required and must be submitted with the application.*
- *If the area is clean with no damage, the deposit will be refunded during normal town hall hours after the event.*
- *In the case of damage to the park during the event, the Town will provide an itemized list of damages and their associated charge within 1 week of the event to the Owners. The security deposit will be applied towards the outstanding damages.*
- *No advertising for the event is permitted until approval for use has been received.*
- *Town of Townsend Park Pavilion may not be rented for Commercial Events.*
- *The Town Manager, Mayor, Council and Parks Commission reserve the right to revoke any reservations should it be deemed that facilities are being used inappropriately.*
- *The approval of application shall be kept by the person representing the group requesting use of the park facilities and shall be produced when requested when the event is being held.*
- *It shall be the responsibility of the organization requesting the use of the park to ensure that all members of the group abide by all rules and regulations. Any organization violating this requirement is subject to withdrawal of use privileges.*
- *The use of bikes, go-karts, snowmobiles, and similar vehicles are prohibited on park property.*
- *Inflatables are not permitted at the park.*
- *No electricity or water are available at the park. If you need electricity, you must bring a generator.*
- *No motor vehicles shall park on any sidewalk or park areas without permission of the town. Parking is permitted in designated areas only.*
- *Vehicles are NOT permitted on any grass area, regardless of loading and unloading.*
- *All dogs must be on a leash and any animal waste must be bagged and removed from park area.*



- *Stakes for volleyball nets are permitted only in designated area at the northeast corner of the park.*
- *No open fires are permitted.*
- *Renter is responsible for set-up.*
- *Renter is responsible for all clean-up, including putting tables back the way they were.*
- *Renter is responsible for any damage during use.*
- *Renter is responsible for the conduct of all the guests.*
- *Park is open DAWN TO DUSK only.*
- *Loud noise will not be permitted during park use to not disturb the residents that reside within the immediate area of the park (boom boxes, loud radios, etc.)*
- *Loitering, fighting and/or weapons of any kind are explicitly prohibited on the premises.*
- *Possession or use of alcoholic beverages and illicit drugs on park property are prohibited at all times and will result in loss privileges.*
- *The Town of Townsend is not liable for any lost or stolen property.*
- *The Town of Townsend is not liable for injury or loss of life.*
- *The Park will remain open to the public during your special event.*
- *If any of the above rules are broken, the event will be discontinued immediately, and no money will be refunded.*
- *The Town of Townsend welcomes you and hopes you have a wonderful time using our park facilities. In order to keep our Town and surroundings areas beautiful and reduce the accumulation of litter and its impact on our environment, we are asking that you refrain from disturbing or releasing balloons at our park.*

***By signing below, I acknowledge that I have read, understand, and agree to adhere to all the rules, regulations, and potential charges listed for the rental of the park pavilion**

Applicant Signature and Date



Park Pavilion Rental Damage Charge List

1. Structural Damage

- Damage to Pavilion Structure (e.g. roof, support beams): \$100 - \$1,000 (depending on severity)
- Damage to Picnic Tables or Benches: \$100 - \$300 per item
- Graffiti or Vandalism: \$50 - \$200 (dependent on removal cost)

2. Cleanliness and Waste

- Failure to Remove Trash or Litter: \$50 - \$200 (based on volume)
- Stains on Floor (e.g., from food, drinks, or grease): \$25 - \$100 per stain (dependent on cleaning effort)
- Leftover Decorations (e.g., balloons, streamers, etc.): \$50 - \$150

3. Lawn or Ground Damage

- Damaged or Burnt Grass (e.g., from grills, equipment, or fireworks): \$25 - \$50
- Damage to Landscaping (e.g., flowerbeds, bushes): \$50 - \$100 per area
- Vehicle Damage to Turf (e.g., driving on grass): \$50 - \$200 (based on area affected)

4. Equipment Damage

- Damage to Grills or Barbecue Pits: \$100 - \$400

5. Other Violations

- Unauthorized Use of Fireworks: \$100.00
- Unauthorized Alcohol Use: \$200 - \$400
- Unauthorized Vendor Setup: \$200 - \$500

Important Notes:

- Charges will be assessed based on actual repair or cleaning costs incurred.
- Fees listed are estimates and subject to change based on the nature and extent of the damage.
- Charges will be deducted from the security deposit first, with any remaining balance invoiced to the renter.



Directions to Townsend Municipal Park

From Downstate:

Rt. 1 North to 2nd Smyrna exit onto Rt. 13 North to Rt. 71 North, turn left on Rt. 71. Go to stop light (Walgreen's on far righthand corner), turn left, this is Main Street. Go straight through town, over RR tracks, go approximately ¼ mile, turn right on Edgar Road (Townsend Village I), park will be on your right.

Or avoid Rt. 1 and take Rt. 13 and follow directions from there.

From Upstate:

Rt. 1 South to Rt. 299 (Middletown, Odessa, Townsend exit), turn left onto Rt. 299, go to 1st stop light, turn right onto Rt. 13 South, to Pine Tree Corner Road (1st stop light you come to), turn right, go straight (you will go through another stop light which crosses Rt. 71, Pine Tree Corner Road becomes Main Street at this light), continue through Townsend, go over RR tracks approximately ¼ mile, turn right on Edgar Road (Townsend Village I), park will be on your right.



**TOWN OF TOWNSEND
RENTAL CONTRACT**

RECEIPT OF PAYMENT FOR SECURITY / CLEANING DEPOSIT

PAID BY: _____

AMOUNT: _____

IN RECEIPT FOR PAYMENT ON RENTAL FEES FOR: _____
(Date)

RECEIVED BY: _____

DATE: _____

RECEIPT OF PAYMENT FOR RENTAL FEE

PAID BY: _____

AMOUNT: _____

IN RECEIPT FOR PAYMENT ON RENTAL FEES FOR: _____
(Date)

RECEIVED BY: _____

DATE: _____