

Block Party Trailer Rental Agreement

Block Party Trailer Charges

There is a \$50 deposit required to use the Block Party Trailer. This refundable deposit will be returned to the Applicant within 5 business days of trailer return, so long as the trailer and its contents are returned in clean and good condition. However, in the case of any damage or loss of the Block Party Trailer and/or its contents, or said items are not returned in clean and in good repair, I understand that the City of Vandalia will bill me for the cost of cleaning and/or organizing, repairs, and/or replacements for the Block Party Trailer and its contents. Damage to the trailer, trailer contents or missing items will result in loss of my ability to reserve and utilize the trailer for two years.

Applicant's Signature _____ Date: _____

Agreement

By signing this application, I acknowledge, agree, and specifically state that I have read and understand all policies, rules, and regulations relating to block parties and do hereby agree to defend and hold the City of Vandalia, its officers, agents, and representatives, and employees harmless from liability in case of accidents or injuries related to the use of the Block Party Trailer and/or its contents.

Applicant's Signature _____ Date: _____

Note: The City of Vandalia (the "City") will not be held responsible for lost, stolen, or damaged property. The City will also not be responsible for injuries or damages sustained by persons/property using the Block Party Trailer. Applicant/Organizer agrees to indemnify and hold harmless the City of Vandalia, its officers, agents, and representatives, and employees from any liability arising from the use of the Block Party trailer and/or its contents.

Waiver, Release, and Indemnity Agreement

I, _____, the undersigned, a private person, for and in sole consideration of the privilege of utilizing the City of Vandalia's ("City") Block Party Trailer and the equipment, accessories, and other property contained therein (collectively, the "Trailer") during the period from _____ to _____ (the "Event"), do hereby voluntarily and freely execute this Waiver, Release, and Indemnity Agreement (the "Agreement") and certify that I have personally requested the delivery and use of the Trailer.

By signing this Agreement, I agree to assume responsibility to receive the Trailer upon delivery and notify the City for the pick-up of the trailer the Monday following the Event, or at a time mutually agreed upon by both parties. Upon delivery of the Trailer, I agree to inspect the Trailer and report any defects or damage to the City prior to my acceptance of the Trailer for use. I further agree to return the Trailer to the City in the same condition in which it was received, save for ordinary wear and tear which may occur. I further agree to report to the City any damage to the Trailer which occurs while it is in my possession.

By signing this agreement, I agree to assume for myself and those I permit to use the Trailer, including any minors, the risks and dangers related to the use of the Trailer. I do hereby release, and agree to indemnify, defend, and hold harmless and forever discharge the City, its officers, agents, and representatives, and employees, both in their public and private capacities, from any and all liability, claims, suits, demands, expenses of litigation, or causes of action for any and all claims, personal injury (including death), or property loss or damage, including attorney's fees, that I or my heirs, successors and assigns may have or may hereafter acquire against the City, which may arise in any manner whatsoever from use of the Trailer, including but not limited to: (1) Personal injury to persons or property damage that may arise from an error, omission, negligent, or intentional act of myself; (2) Personal injury or property damage that may arise from the negligent or intentional acts or omissions of a third person; (3) Personal injury or property damage that may arise from the negligent (whether that negligence is the sole or concurring cause) or intentional acts or omissions of the City, its officers, agents, representatives or employees; and (4) Wrongful death claims. Further, I agree to supervise and be solely responsible for all the minors who are present on the Trailer. It is further agreed that the execution of this agreement shall not constitute a waiver by the City of any and all defenses, at common law or statutory, federal or state, including but not limited to governmental immunity, where applicable, or any other defense recognized by the courts of the State of Ohio.

I have read the Agreement in full and understand its terms. I execute it voluntarily and with full knowledge of its significance. I further agree to abide by the policies set forth in the Block Party Trailer Policies and Procedures sheet provided to me.

I hereby acknowledge the Trailer is specifically meant for community building events. Events must be open to all of those who live in my neighborhood. Utilizing the Trailer for private events or fundraising, including, but not limited to, birthday parties and graduation parties is strictly prohibited. Failure to respect the intended purpose of the Trailer may result in my loss of ability to reserve the Trailer for a period of two (2) years.

Signed this _____ day of _____, 202__

Signature _____ Printed Name _____

Address _____