

AGREEMENT

This agreement made and entered into this _____ day of _____, 20____, by and between the VILLAGE OF SMITHTON, hereinafter referred to as the “Grantor”, and _____, hereinafter referred to as the “Grantee”.

Now, therefore, in consideration of the premises and of the agreement herein, and for other good and valuable consideration, the receipt of which is hereby confessed and acknowledged, it is agreed by and between the parties as follows:

1. The “Grantor” hereby grants permission to the “Grantee” to use and occupy the premises commonly known as Pavilion Number _____, on the _____ day of _____, 20____, and on no other day between the hours of _____ and _____, for the sole and exclusive purpose of:

2. That the “Grantee” hereby acknowledges, understands and agrees that the use of said pavilion and all other park facilities is subject to and contingent upon the “Grantee” and his, her or its guests, or invites, obeying and conforming to the Smithton Community Park Rules, a copy of which is attached hereto and incorporated herein and made a part of this agreement by reference.
3. That the “Grantee” hereby acknowledges, understands and agrees that if the “Grantor” determines at any time that the “Grantee”, his or its guests or invitees are not acting in conformity with or breaking any provisions of this agreement or the Smithton Community Park Rules attached hereto, in any respect, they shall be ordered to and immediately vacate said pavilion and all other facilities and areas of the Park.

GRANTEE

PLEASE NOTE – THERE WILL BE NO DRIVING OR PARKING ON ANY AREAS OF GRASS, SIDEWALKS WALKING TRAILS OR OTHER AREAS AS NOTED IN FOLLOWING ITEM (J).

SMITHTON COMMUNITY PARK RULES

(A) Any person picnicking or visiting in the parks shall properly dispose of all litter by placing it in the litter receptacle indicated for such use.

(B) Fires may be made only in such places as designated by, and with the permission of the Village Board.

(C) There will be no staples used on any of the picnic tables.

(D) Fires may only be started in the proper fire receptacles provided and must be completely extinguished before leaving the fire receptacle unattended.

(E) No person shall remove or damage any piece of equipment, court, special facility, structure or area being a part of recreation and parks property.

(F) No person shall climb on any roof of any building, shelter or structure located on park property.

(G) No firearms, shooting or hunting are permitted on park property.

(H) No peddlers or vendors shall dispose of wares in competition with any concession in the parks within a range of **two (2) blocks** of the parks.

(I) No motor vehicles, vehicles of any kind or horses, are permitted in the parks without permission of the Village Board.

(J) No motor vehicles or vehicles of any kind are to be driven or ridden on park property grass, sidewalks, walking trail, ball diamonds, or other areas than those designated for the travel of vehicles.

(K) The speed limit of any vehicle in the parks, except emergency vehicles, shall be **fifteen (15) miles per hour** and is to be strictly observed.

(L) Courts, athletic diamonds and fields, shelters and any other special facilities, and/or areas designated as a special area, in the parks are to be used only by reservation through written consent of the Village Board; that all tables and pits shall be available on a first come, first serve basis.

(M) No children under the age of **six (6)** shall be left unattended on park property.

(N) Only residents of the Village shall be granted the right and privilege to reserve pavilions.

(O) A **Deposit of Twenty-Five Dollars (\$25.00)** for reservation of all pavilions and a **Twenty-Five Dollar (\$25.00) Fee** is required for each day of use by any individual, individuals, group or organization; that said deposit and fee is payable in advance at the time the request for reservation is made, that in the event the cost of repair for any damage or injury to the pavilion or other park facility exceeds the amount of said deposit, the individual, individuals, group or organization posting the deposit shall be responsible for and pay the balance due within **ten (10) days** after receiving a bill therefore. That in the event no damage or injury occurs to the pavilion or other park facility, said deposit shall be returned in full within **ten (10) days**.

(P) Village parks shall be open to the public between the hours of **6:00 A.M.** and **10:00 P.M.** daily. Use of park, a pavilion or any other park facility after 10:00 must be requested in advance, in writing, and shall only be granted by the Village Board and that said permission shall be in writing.

(Q) No group, organization, individual or individuals shall use more than **one (1) pavilion** on or during any single day.

(R) No more than **fifty (50) people** shall use or occupy a small pavilion, no more than **one hundred (100) people** shall use or occupy a large pavilion.

(S) No glass containers, vessels, bottles, jars, glasses or other objects of any kind or nature, whatsoever, shall be brought into or used in any part or location of the park.

(T) No tents of any kind or nature shall be erected on or in any location of the park.

(U) No trapping of animals or wildlife of any kind is permitted.

(V) No swimming in the lake.

(W) No ice skating unless otherwise posted.

(X) No fishing boats on the lake.

(Y) Bank fishing only – per posted regulations and limits.

(Z) Any person violating any provisions of this Chapter shall be subject to a fine of not less than **Seventy-Five Dollars (\$75.00)**.

(AA) Any person reporting a violation of this Chapter shall be rewarded **One Hundred Dollars (\$100.00)** upon the conviction of the accused party.