

SHELTER FACILITY TERMS & CONDITIONS

These terms and conditions apply to use of all outdoor park shelter and gazebo facilities. * Should you need emergency assistance on the date of your event and are unable to reach our front desk team at (563) 328-7278 please call (563) 655-4166.

GENERAL TERMS AND CONDITIONS:

- 1. All rental requests are accepted on a first-come, first-request basis. Parks and Recreation Department and/or City of Davenport sponsored events take priority over all other requests.
- 2. Reservations of shelters are for private, family/friends gatherings. Not for large public/community wide events.
- 3. Unless specifically approved per a Special Use Request, it is understood that the event is not a benefit function, no admission will be charged or tickets sold. The sale of alcoholic beverages is strictly prohibited without prior approval and an active state liquor license or a valid beer, spirits and wine permit. Copies of the license or permit must be provided to the department 30 days in advance of the event.
- 4. Shelter fees are non-refundable.
- 5. Customers may reschedule a shelter rental 10 days prior to the rental date as long as the new date does not affect an existing rental.
 - a. Customers may not reschedule rental after the date their rental has passed.
- 6. The availability of public restrooms and water are subject to weather and are available approximately mid-April through mid-October; weather permitting.
- 7. The Department reserves the right to deny a request in the best interest of the general public.
- 8. All parties shall abide by all City and State codes, and shall assume responsibility for their actions or omissions. Any damage or misuse may result in a charge for restoration and/or denial of future privileges.
- 9. Per City of Davenport ordinance 12.75.095 "No person, at any time, shall use a tobacco product or nicotine product of any kind while present on or in any city park or facility. This includes rentable locations and the outdoor area surrounding them. Personal property is exempt from this ordinance.
- 10. Additional requests for installation or placement of equipment, signs, decorations, and lighting, concessions of any type, and other structure or object must be approved by the Department via a special use request.
- 11. The requesting party shall assume complete responsibility for damages, clean-up, breakage or loss. Use of tacks, staples, nails, screws are not permitted. If tape is used, it

- must be the blue painters' tape and shall be completely removed at the end of the event.
- 12. All shelter facilities shall be left in orderly condition. If the shelter facility requires additional maintenance by Parks custodial staff the undersigned will be billed for the excess costs. Failure to pay for such will result in denial of future requests.
- 13. Parking is restricted to existing designated areas only. Parking on grass or dirt is strictly prohibited.
- 14. Authorization for Bounce Houses requires proof of liability insurance, usually obtainable through the bounce house rental agency. Proof of insurance must be in possession at the time of the rental.
 - a. Please be aware that shelters with electricity do not have sufficient capacity to run a Bounce House.
 - b. Use of a bounce house with electricity from the shelter may result in the loss of electricity at that shelter; in this case, electricity will not be restored at the shelter during the rental.
- 15. In the case where park property has been closed, as decided upon by the Davenport Parks & Recreation Department, customers will be given the option to reschedule their event or refunded for the full amount of their rental.
- 16. The applicant/sponsoring party here undersigned agrees to hold the City of Davenport and its acting officers harmless for any liability resulting from the sponsoring party's activities and programs.

I have read and understand the Terms and Conditions set forth above, and I have verified that the date and location of this rental is correct.

Participant's/Parent's Signature:
Date:
**I understand that RIVER LEVELS, acts of nature and emergency facility repairs may affect m rental and the City of Davenport is not responsible for unforeseen circumstances.
Initials:

Drint Darticipant Name