

PIONEER PARK RENTAL AGREEMENT

Town of La Conner PO Box 400 La Conner, WA 98257
(360) 466-3125

Pioneer Park was established in the early 1930's. A generous donation of land was deeded to the Town by the Louisa A. Conner Corporation. The park is located on the east side of the Rainbow Bridge.

The rental fee includes the covered cabana area, kitchen facilities, the brick fireplace, amphitheater, barbecue and electrical outlets for cooking. The cabana will house approximately 60 people.

ORGANIZATION (if applicable): _____

APPLICANT NAME: _____

DATE OF EVENT: _____ TIME IN: _____ TIME OUT: _____

MAILING ADDRESS: _____

PHONE NUMBER: _____ NUMBER ATTENDING: _____

TYPE OF ACTIVITY: _____

NOTE: Rental fees are quoted per each day. Rental fees and deposits are due at the time of reservation. Deposits will be conditionally refunded to the lessee following the event, subsequent to Town Council approval, and upon inspection of the park grounds and facilities. Upon departure, Lessee is responsible to return grill racks to the kitchen storage building, lock all buildings, and remove all garbage from the park. Proof of liability insurance may be required depending upon the event. Rental fees are as follows: (See Chapter 2.75 of the La Conner Municipal Code attached to the Agreement regarding park use)

Park Rental Fee	\$100.00 x ___ days	\$ _____
Cleaning Deposit	\$ 50.00	\$ _____
Alcohol Deposit	\$100.00	\$ _____
Deposit for Grill Racks (if used)	\$ 50.00	\$ _____
<input type="checkbox"/> Proof of Insurance (if applicable)		
TOTAL RENTAL FEES: \$ _____		TOTAL DEPOST DUE \$ _____

AGREEMENT: The lessee shall defend, save, keep, indemnify, and hold harmless the Town of La Conner, its employees, agents, elected officials and insurers, from any and all damages, costs or expenses, including attorney's fees, by any person or entity in law or equity that may at any time arise, be claimed, or be set up because of damages to property, bodily or personal injury caused in any manner by lessee's use of the premises in connection with this agreement, to the extent such damages, costs, or expenses are caused by any act or omission of the lessee, or its agents, servants, employees, or contractors. The Town of La Conner is not responsible for lost or stolen property. All Town Ordinances apply to this application.

I agree that law enforcement may conduct inspections and reviews of the premises during the rental period.

As the undersigned I have agreed to restore the park to its original condition following the event.

Lessee Signature _____ Date _____

Chapter 2.75
PIONEER PARK

Sections:

2.75.010	Park use hours.
2.75.015	Community group fee.
2.75.020	Overnight camping.
2.75.030	Reserving kitchen facilities.
2.75.040	Reserving park for group events.
2.75.050	Plant materials.
2.75.060	Garbage removal.
2.75.070	Water usage.
2.75.080	Animals.
2.75.090	Malicious mischief.
2.75.100	Violation – Penalty.
2.75.010	Park use hours.

(1) The park shall be open for public use from 6:00 a.m. to 10:00 p.m. during May, June, July, August, September and October.

(2) The park shall be open for public use from 7:00 a.m. to 7:00 p.m. during November, December, January, February, March and April.

(3) The park is closed to the public at all other times.

2.75.015 Community group fee.

(1) The La Conner High School senior class, Volunteer Firefighters Association Easter Egg Hunt, Pioneer Association Picnic and La Conner Masonic Lodge may reserve Pioneer Park and the kitchen facilities for a fee of \$1.00. There will be no requirement for a damage deposit.

Additionally, for events authorized and supported by the La Conner Arts Commission or La Conner Park Commission, for the benefit of the community, Pioneer Park may be utilized free of any charge for rental or deposit; provided, that the event is a La Conner Arts or Park Commission sponsored event, Arts or Park Commission members are on site during the event, and that any financial proceeds of the event are made payable to the town of La Conner and allocated to the town's arts or park fund.

2.75.020 Overnight camping.

Overnight camping is allowed within the park boundaries by permit only, as authorized in LCMC 15.45.025

2.75.030 Reserving kitchen facilities.

Groups or individuals wishing to reserve Pioneer Park kitchen shall pay in advance \$100.00 per day for such use. In addition, a deposit of \$50.00 for cleaning, a \$50.00 deposit for grill racks (if used), and a \$100 alcohol deposit shall be required. Users shall be charged an hourly fee as authorized in LCMC 3.60.080 for cleanup, if required; otherwise such deposit or portion thereof shall be returned to user-

2.75.040 Reserving park for group events.

The park may be reserved for group gatherings. A reservation shall be made at Town Hall.

2.75.050 Plant materials.

It shall be unlawful for any person to pick flowers or to cut, tear, break, or otherwise damage flowers, shrubs, trees or other plant life in the park.

2.75.060 Garbage removal.

Garbage shall be removed from the park following the event.

2.75.070 Water usage.

Water shall be available for all persons enjoying the use of the park. Water shall not be transported from the park for private use which is not associated with the recreational use of the park.

2.75.080 Animals.

Animals shall be kept on leashes.

2.75.090 Malicious mischief.

(1) There shall be no malicious mischief actions or behavior permitted within the park. A person is guilty of malicious mischief if he knowingly and maliciously:

- (a) Causes physical damage to the park property in an amount less than \$250.00;
- (b) Creates a substantial risk of interruption or impairment of service rendered to the public by tampering with the park property.

(2) Malicious mischief is a crime.

2.75.100 Violation – Penalty.

The violation of any provision of this chapter shall constitute a misdemeanor and shall be punished by a fine not to exceed \$1,000.