

Village of New Milford, New Milford IL
Victory Park
Property Use Agreement

Firearms, weapons and alcohol are not permitted on Village property.
Report any vandalism you see to (815) 874-7172. If there is an emergency, call 911.

1. User shall not enter, occupy or use the park area/shelter until the time(s) and date(s) approved.
2. User shall vacate the park area/shelter on the date approved.
3. User shall be responsible for and will pay for any damage to the Village of New Milford property arising out of the use of the said facility pursuant to this Agreement.
4. The Village of New Milford does not assume any liability for property damaged, lost or stolen on the park premises, or for personal injuries sustained on the premises during User's use of the park and agrees to assume the full risk of any injuries, damages or loss, regardless of severity, that the User may sustain as a result of this Agreement. User further agrees to waive and release the Village of New Milford from any and all losses, claims, suits or judgments or damages that the User might sustain as a result of any and all activities connected with or associated with this Agreement.
5. That no Village of New Milford equipment or property shall be removed from the premises without written permission of the Village of New Milford.
6. That no alcoholic beverages shall be brought or consumed upon the premises or be in the possession of any member of the party. It is agreed that violation of this provision shall result in the automatic revocation of all rights hereunder and the forfeiture of all fees. The foregoing shall not be interpreted as limited or revoking any rights of the Village of New Milford under this Agreement.
7. User shall be responsible for inspecting the facility prior to each use and shall be responsible for notifying the Village of New Milford of any potential dangers, safety hazards or problems. User is solely responsible for determining whether said facility is safe, appropriate, and/or compatible for User's intended use.
8. User is solely responsible for providing any and all supervision at all times during User's use of the facility, including but not limited to the rented shelter, and all common areas. Further, User shall be responsible for ensuring that User's guests and invitees comply with all applicable rules and regulations pertaining to use of the Village of New Milford facilities.
9. User shall not permit any area to be used for any disorderly or unlawful purposes during the period of this Agreement.
10. That either party hereto may cancel this Agreement by delivery of written notice to the other party at least 48 hours prior to the scheduled reservation as herein before designated. If this Agreement is canceled, User will not be required to pay the fee herein before designated.
11. It is fully understood and agreed by the parties that User shall fully defend, indemnify and hold harmless the Village of New Milford, including its officers, employees, volunteers and agents against any and all liabilities, claims, damages, losses, costs and expenses (including reasonable attorney's fees) arising indirectly or directly in connection with or under, or as a result of this Agreement.
12. User shall comply with any and all applicable rules, regulations, ordinances and permit procedures.
13. This rental agreement may be revoked at any time at the discretion of the Village of New Milford due to misrepresentation of User, the misconduct of individuals in the group or for misuse of property. Future rentals may not be issued to User.
14. This agreement is entered into solely for the benefit of the contracting parties, and nothing in this agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this agreement, or to acknowledge, establish or impose any legal duty to any third party.
15. This agreement may not be assigned by User without the Village of New Milford's prior written consent.
16. This agreement represents the entire understanding between parties. It may be modified or altered only by further agreement in writing between parties.

*I agree with the above

Signed: _____ Dated: _____