

APPLICATION FOR USE OF SOUND EQUIPMENT

TERMS AND CONDITIONS FOR USE

The undersigned applicant hereby requests to rent sound equipment.

This application, if approved by the City, shall become a binding agreement for applicant's use of the sound equipment, and applicant shall be bound by all of the terms and conditions for use, as set forth hereinafter. The City reserves the right, in the exercise of its sole discretion, to deny any application for use of the sound equipment.

This application must be accompanied by a \$50.00 damage deposit payable by check. If this application is denied, the damage deposit will be returned to the applicant upon denial. If this application is approved, the damage deposit will be returned to the applicant after usage so long as no damage has occurred and all other provisions of the agreement have been complied with. The damage deposit is in addition to all other rental fees.

PLEASE READ CAREFULLY! FAILURE TO ABIDE BY ANY OF THE FOLLOWING MAY RESULT IN FORFEIT OF THE DEPOSIT.

1. Use of the sound equipment is subject to the following:
 - (a) Sound equipment will be rented to residents who live within the city limits of Huxley.
 - (b) Sound equipment will be stored at City Hall and taken to the site of the rental area by the Renter.
 - (c) Renter will be responsible for unloading and placement of the sound equipment.
 - (d) Renter will return the sound equipment to City Hall the following work day, or will lose the damage deposit.
2. The Rental Application will need to be filled out and accompanied by two checks. A **rental deposit check for \$50.00** which is returned after the event as long as no damage is detected, and a **check for \$50.00 for the rental fee.**
3. City sponsored events are exempt from rental fee. Application and deposit is required.
4. Sound equipment will not be rented to any person who is under the age of 21 years.
5. In the event the user causes damage to the sound equipment, or leaves the sound equipment in a condition requiring abnormal maintenance, renter shall be solely responsible for any repair fees above and beyond the damage deposit.

Applicant is to supply the following information on the back of this page. When completed, return this document with your appropriate damage deposit and to the City Clerk's Office at City Hall. Call City Hall at 597-2562 to confirm available dates. Date requested is not guaranteed until application and deposit have been received and date approved.

APPLICANTS NAME _____

ADDRESS _____

TELEPHONE: HOME _____ WORK _____

DATE and TIME REQUESTED _____

TYPE OF EVENT _____

IS EVENT OPEN TO THE PUBLIC? _____ FOR PROFIT ENTERPRISE? _____

I, the undersigned applicant, hereby state, certify and agree that the information supplied herewith is true and correct; that I have read and understand all of the Terms and Conditions hereinbefore set forth; that I agree to be bound by and abide by such Terms and Conditions; that I understand and agree that I am solely responsible for all damage to person or property which may occur as a result of my use of the sound equipment in accord with this Application and agreement, including any damage caused by or to any attendees at the event. I further agree to, and do hereby, hold the City of Huxley, its employees, officers and agents harmless, and agree to indemnify them, for any loss or damage to person or property arising from my use of the sound equipment or from the conduct of any attendees at the event for which I am leasing the sound equipment, including, without limitation, the cost of reasonable attorney fees. I understand and agree, that in the event this Application is approved by the City of Huxley, this Application shall become a binding agreement for my use of the sound equipment and I shall be bound by all of the terms and conditions stated hereinabove, including, but not limited to, those stated in this paragraph.

Applicant's Name (printed) _____

Applicant's Signature _____

Date _____

FOR CITY USE ONLY:

Applicant is _____ approved; _____ denied.

Clerk (designee) _____

Deposit made: _____ Deposit returned _____

Rental fee paid _____