

City of Trenton
Parks & Recreation Department
Kennedy Recreation Center
3101 West Rd.
Trenton, MI 48183
Office (734) 675-7300 / Fax (734) 675-7206



BIRTHDAY PARTY PACKAGE - APPLICATION & CONTRACT -

Name of Person Hosting Party (User): _____
(First) (Last)

Home Address: _____
(Street) (City) (Zip)

Home Phone: (____) _____ - _____ Work Phone: (____) _____ - _____

Email Address: _____

Date of Party: _____ Time of Party: ____ a.m./p.m. to ____ a.m./p.m.

Preferred Eating Time: _____ a.m. / p.m.

Please check preferred package:

____ Glide (Skating Party - available all year)

____ Slide (Swimming Party - available during outdoor pool season)

Birthday parties are \$10.00 per person and require a 12-person minimum.

**** PLEASE NOTE ADULTS THAT WANT TO ENTER THE POOL AREA DURING A BIRTHDAY PARTY MUST PAY REGULAR ADMISSION PRICE. ****

of Persons Attending Party: _____ Name of Birthday Boy or Girl: _____
(Circle One)

TERMS, CONDITIONS & RULES:

1. **DISCLAIMER:** As specifically set forth in the Terms and Conditions listed below, the Kennedy Recreation Center shall hereby let to user and user shall hereby lease from the Kennedy Recreation Center the exclusive use of the agreed upon facility and at the agreed upon times. The Kennedy Recreation Center assumes no responsibility for the manner in which the user utilizes the facility. Any activities taking part during the time period covered by this agreement shall be under the sole and direct supervision and control of the user or its designated officers, agents, employees, members, guests, patrons or employees. The Kennedy Recreation Center assumes no responsibility for the manner in which activities are conducted and carried out.
2. **PAYMENT:** A \$40.00 reservation fee is required at the time of the reservation. This fee will be put towards the payment of the total package. All other fees must be paid in full no later than 48 hours prior to the date of room use. If the User is requesting additional pizzas, User must request such 48 hours prior to date of usage. Fees for additional pizzas or pitchers of fountain drinks are assessed additionally and are not part of the contract agreement fees. These additional fees may be paid for at time of use. User will receive enough coupons for food and skating/swimming admittance for paid party attendees. Unused coupons are not redeemable after usage date. Reservation fee is refundable if the cancellation is made prior to (30) days before the rental date. Be advised that it may take as long as (3) weeks to obtain a refund, due to the fact that all out-going checks must be approved by City Council and those meetings are scheduled on the first and third Mondays of each month. Rates are subject to change without notification.
3. **USER:** User must be a legal entity or (18) years of age or older. The user shall be held responsible for the conduct of all group members. User agrees to use the facility in a safe and careful manner and shall comply with all municipal, state and federal laws and any rules and regulations set forth by the Kennedy Recreation Center. The user shall arrive well in advance of others and shall remain until all patrons have departed the room. Upon arriving, the user shall meet with either the General Manager or Supervisor to make an inspection of the room. At the end of your use, our staff will make another inspection of the room and note any damages.
4. **DISMISSAL** – The Kennedy Recreation Center reserves the right to dismiss any participant from the arena for unruly conduct or failure to observe arena rules.

5. INHERENT RISKS – Participants and spectators shall assume all inherent risks and responsibilities involved in arena activities.
6. LIABILITY – User agrees to indemnify and hold the Kennedy Recreation Center harmless from, and shall reimburse it for, any and all loss, cost and expenses arising out of any liability, or claim of liability for injury or damages to persons or property sustained by anyone, by reason of the use or occupation of the facilities under this agreement, or by any act of omission of user or any of its officers, agents, employees, members, guests patrons, or invitees and user shall pay any and all damage to the property of the Kennedy Recreation Center or loss or theft of such property, done or caused by such persons.
7. FOOD & BEVERAGES – User agrees not to serve beverages or food on the premises, unless permission is granted in writing prior to the rental. Consumption of food and beverages on the ice, in the locker rooms, in player bench areas and in the score booth is strictly prohibited.
8. BANNED SUBSTANCES – User agrees that no alcoholic beverages, drugs, or other banned substances of any kind will be used in or on the premises. User understands that any violation of this rule shall give the Kennedy Recreation Center the right to terminate the contract without penalty to the Kennedy Recreation Center and permanently bar user or any member or guest of the user from the premises.
9. TOBACCO - Use of cigarettes and smokeless tobacco is strictly prohibited anywhere in the building.
10. SUBLEASE – User cannot sublease their rental without prior approval of the Kennedy Recreation Center.
11. OTHER DAMAGES – User agrees to pay for any and all damages to any adjacent facilities or the property of the Kennedy Recreation Center done or caused by the user or members of his/her user group.
12. LOST OR STOLEN ARTICLES – The Kennedy Recreation Center assumes no responsibility whatsoever, for any property brought within the Kennedy Recreation Center, and the Kennedy Recreation Center is hereby expressly released and discharged from any and all liabilities for any loss of property that may be sustained by reason of the use of any facilities under this agreement.
13. RIGHT TO CONTROL – It is understood that the Kennedy Recreation Center reserves the right to control and manage the premises and to enforce all necessary and proper rules for the management and operation of the premises and for the Kennedy Recreation Center employees or other authorized representative to enter and exercise their authority at the premises, at any time. The Kennedy Recreation Center also reserves the right, but not the duty, through its employees and representatives to eject any objectionable person or persons from the premises and user hereby waives any and all claims for damages against the Kennedy Recreation Center or any of its representatives resulting from the exercise of this authority.
14. CANCELLATION – The Kennedy Recreation Center reserves the right to cancel any scheduled usage time for any reason including, but not necessarily limited to equipment failure, poor ice conditions or scheduling of special events. In the event of such cancellation, a mutually satisfactory later time and date will be substituted for the canceled time whenever possible. Furthermore, the Kennedy Recreation Center is not responsible for any consequential damages related to the cancellation of the contracted ice time.
15. ASSIGNMENT – User may assign this agreement or any portion of this agreement only with the prior written approval of the Kennedy Rec. Center.
16. TAXES – The fees payable under this agreement shall not be construed to include local, state or federal sales, use, excise, personal property or other similar taxes, which are hereby assumed by and shall be paid for by user (except those taxes based on the net income of the Kennedy Recreation Center).
17. ENTIRE AGREEMENT – This constitutes the entire agreement between the parties and supersedes all previous communications, representations, understandings and agreements whether oral or written, between the parties.
18. AMENDMENTS – This agreement cannot be modified in any way except by a written document signed by both parties.
19. GOVERNING LAW – This agreement shall be governed by the laws of the State of Michigan both as to interpretation and performance.
20. SEVERABILITY – If any provision of this agreement is determined to be unenforceable or invalid, the remaining provisions of this agreement shall not be affected thereby and shall remain in full force and effect.
21. FORCE MAJEURE – Neither party shall be liable for any damages, resulting from the elements, acts of God, or any other cause beyond the reasonable control of the parties.
22. NOTICES – Any notices required or permitted under this agreement shall be in writing. Such notices shall be delivered in person or sent by registered or certified mail, return receipt requested addressed to the addressee shown on the face of this agreement. Notice shall be effective when mailed, or on delivery if delivered in person.
23. SPECIAL CIRCUMSTANCES – The Kennedy Recreation Center retains the right to change arena assignment based on scheduling conflicts and/or any other conflicts.
24. PREMISES OCCUPIED: Premises may not be occupied until the posted time on the contract. The premises must also be vacated at the posted time.
25. EQUIPMENT SET UP: The Kennedy Recreation Center will set up all necessary tables and chairs in the specified room. User may rearrange the tables and chairs as desired.
26. DEBRIS: All papers, scraps, uneaten food, etc. should be picked up from the floor and tables and shall be disposed of in an arena trash receptacle.
27. ROOM ALTERATION: Under no circumstance shall user install nails, screws, bolts, etc. into walls, woodwork, floors, furniture, etc. Non-marking tape may be used to hang decorations.
28. BALLOONS: Helium balloons are not permitted in the facility.

For City of Trenton Kennedy Recreation Center

For User:

By: _____
 Authorized Agent Date

By: _____
 Authorized Agent Date

PAYMENT SCHEDULE (FOR OFFICE USE ONLY)

Reservation Deposit (\$40.00) Amount Paid: \$ _____

Remaining Balance: \$ _____ (Due no later than 48 hours prior to event.)

Balance Paid: \$ _____ Date of Payment: ____ / ____ / ____