



TOWN OF RUSTON

5117 N. WINNIFRED STREET

RUSTON, WASHINGTON 98407-6597

PHONE (253) 759-3544

FAX (253) 752-3754

W.R. RUST PLAYFIELD RULES

The following rules will apply to the W.R. Rust Playfield. These rules are adopted under Section RMC 10.01.015(c).

1. Any group may reserve the Playfield, Restrooms and/or the Shelter, for profit or non-profit, reservations do not include the basketball court or graveled play area. All reservations shall be made on a first come, first serve basis, and can be made at any time. Town of Ruston residents making the reservation will not be responsible for a Playfield fee. Anyone requesting keys for the restrooms will be responsible for the fees associated with reserving the restrooms. For purposes of reservations, the seven-day period shall be 12:00 pm Sunday through 12:00 pm Saturday. No signs may be posted at the park indicating a reservation.
2. A copy of all signed reservations indicating reservation dates and times shall be provided to the person making the reservation and a copy will be forwarded to the Police Department and Maintenance Department for the Town of Ruston. A copy of the Ruston Municipal Code Chapter 10.01 is supplied as part of the reservation agreement.
3. Persons reserving the restrooms for more than one day will have possession of the keys and are responsible for locking the restrooms when leaving the playfield. The Town of Ruston Maintenance Department will inspect restrooms on a daily basis. Based upon the State Auditor's recommendation, that any damages to the restrooms while the keys are in the possession of the group reserving the restrooms makes them liable for repairs and shall result in the forfeiture of the restroom deposit.
4. All restroom key returns must be done in person to the Ruston Town Hall during regular business hours within two business days. An additional fee of \$25.00 shall be assessed if a restroom key is lost. Persons not returning the restroom key within the required time period shall forfeit \$5.00 of the \$25,00 deposit for each day past due. Deposits will not be returned until the Ruston Maintenance Department has inspected the restrooms. In order to decrease the amount of paperwork and time required to administer the key/restroom damage deposit, and since key returns must be done during normal business hours under these rules, the key/restroom damage deposit less any fees will be refunded within 30 days of recommendation from the Ruston Maintenance Department.
5. A Hold Harmless and Indemnity Agreement will be signed along with this reservation agreement.

I have received, read and agree to abide by the above rules.

Signature

Printed Name

Date

Chapter 10.01
TOWN PLAYFIELD

Sections:

10.01.010 Prohibited activities.

10.01.015 Reservations.

10.01.020 Violation – Penalty.

10.01.010 Prohibited activities.

The following activities are prohibited on the Town playfield premises on North Commercial Street:

- (a) The possession and use of alcoholic beverages;
- (b) The operation of motor vehicles of any kind;
- (c) The riding of bicycles;
- (d) Entering upon such premises between the hours of dusk and dawn. (Ord. 852 § 1, Sept. 17th, 1990).

10.01.015 Reservations.

The W.R. Rust Playfield may be reserved in the following manner:

(a) The field and/or shelter may be reserved for any group, registered nonprofit organizations or team for four hours within a seven-day period. Those four hours may be used at one time or in two two-hour periods during the seven-day period. Proof of residency will be required.

(1) Groups, registered nonprofit organizations or teams with Ruston residents will not be charged a reservation fee in consideration of taxes paid.

(2) Groups or teams without Ruston residents will be charged a registration fee of \$25.00 per four-hour rental.

(b) Restroom key may be checked out for a \$50.00 fee.

(1) \$25.00 will be nonrefundable and will cover Town costs.

(2) \$25.00 will be refundable and a check sent if the key is returned within 24 hours and it has been determined the restroom has not suffered any damage. An inspection shall be made before the applicant uses the restrooms and after the restrooms are used. If the restrooms are not in the same condition after the use as it was before the use, all or part of the \$25.00 fee may be used to defer the cost of repair. If the condition of the restrooms warrants, additional damage and/or cleanup charges may be assessed against the applicant.

(c) The Mayor is authorized to develop rules to implement these procedures. (Ord. 1032 § 1, May 3rd, 1999).

10.01.020 Violation – Penalty.

Violation of any provision of this chapter shall be a misdemeanor, and upon conviction thereof shall be punishable by up to a fine of \$300.00, 30 days in jail, or both. (Ord. 852 § 2, Sept. 17th, 1990).



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HOLD HARMLESS AND INDEMNITY AGREEMENT

In consideration of access granted to the undersigned by the Town of Ruston for use of the park, shelter or restroom facilities at the Ruston Town Playfield and Park (W.R. Rust Playfield) by the undersigned and by persons present thereon under the authority or with the permission of the undersigned, it is agreed:

1. The undersigned agrees to defend, save harmless and indemnify the Town of Ruston against all claims of any nature by third parties arising from or conditioned upon said access being available, whether or not such claims arise from the negligence of the undersigned or persons acting under his authority or control.
2. A \$25.00 non-refundable reservation fee is payable by non-Ruston residents to reserve the playfield. A \$50.00 restroom key deposit will be required for use of the Playfield restrooms; \$25.00 non-refundable and \$25.00 refundable. The undersigned agrees to reimburse the Town of Ruston for all loss or damage in excess of the \$25.00 refundable deposit to its park and restroom facility or the fixtures or contents thereof, and for the costs of cleaning such facility or contents caused by persons who gained access thereto at a time when it was accessible under this agreement.
3. The undersigned agrees to abide by all rules and regulations of the Town of Ruston applicable to said park and restroom facilities and to enforce compliance therewith by all persons present thereon under his authority or control.
4. This agreement shall commence on _____ at o'clock and shall terminated on _____ at o'clock.

Signature of Applicant

Authorized by Town Employee

Address

Date of Reservation and signing

Phone Number

Washington Drivers License Number



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Playfield &/or Restroom Reservation

Name of Applicant

Authorized by Town Employee

Address

Facilities Reserved

Phone Number

Date & Time of Reservation

Washington Drivers License Number

Ruston Resident

Proof of Residency

Non-Resident

Deposit Receipt & Check Number Amount

Shelter Reserved

Restroom Reserved

Amount

Deposit Receipt & Check Number

Amount

Deposit Receipt & Check Number

Key Returned

Date and Time Returned

Key Return Late

Number Days Late X \$5.00 Amount

Restroom Inspection OK

Deposit Refunded -Ck. Number Amount

Restroom Damage Incurred - No Deposit Refunded

Key Not-Returned

Receipt Number \$25.00

Date Deposit(s) Refunded: _____ Total Amount of Deposit: _____

Refund Check Number: _____