ARCADE CITY PARK RENTAL & USAGE AGREEMENT

__/__/____
Mo. Day Year

The undersigned, desiring to rent from the City the Pavilion and the closest ballfield to that area and other facilities located at the Arcade City Park, does hereby agree to the following rules and conditions of rental.

1) The undersigned understands and agrees that this rental agreement does not exclude members of the public from utilizing park equipment, playgrounds, other recreational fields, or other facilities.

2) The undersigned hereby relieves and waives any and all claims against the City of Arcade and all of its officers, employees, agents, representatives or assigns that arise from or relate to the undersign’s use of the Arcade City Park. Furthermore, the undersigned agrees to hold the city harmless and fully indemnify the City of Arcade and all of its officers, employees, agents, representatives and assigns from any and all claims (including attorney’s fees), arising from or relating to the undersign’s use of the Arcade City Park as well as any guest of the undersigned.

3) The undersigned understands that no fires are permitted except those in the City Bar-B-Que pit, which must be cleaned after use or individual Bar-B-Que units.

4) The undersigned acknowledges that the possession and/or consumption of alcoholic beverages of any kind is prohibited in the park.

5) The undersigned is encouraged to examine and inspect the City Park and facilities to assess their condition, suitability, and fitness for renter’s use. Renter acknowledges and agrees that the City makes no expressed or implied warranties of any kind or nature including of suitability of fitness for any particular purpose or function. The facilities are granted “as is” and “where is” and under no circumstances will renter be eligible for any refund based upon the condition of the Park or facilities.

6) The undersigned will follow all directives of City personnel regarding the use of equipment, utilities, traffic, sound and noise related to the event. If the undersigned does not follow such directives, City personnel may end the event immediately for the protection of public health, safety and welfare, and no refunds will be issued.

7) The undersigned agrees to clean the Park and all facilities following the undersigned’s use. All cans, bottles, garbage, cardboard boxes, papers, paper plates, diapers, etc. must be placed in plastic bags and securely tied, and placed in trash containers provided at the park. Food items may not be placed in trash containers and must be removed from the Park property. In addition to the rental fee, the undersigned will pay a deposit of $50.00 to insure that the rented area is not damaged and is properly cleaned. In the event the City is required to make repairs and/or clean the Park following renter’s use, the undersigned will forfeit the security deposit and promptly pay the City any and all additional costs incurred to restore the Park and its facilities and equipment to their condition prior to the undersign’s use.

____________________________________  ____________________________
Day & Date Park is Reserve                      Name

________________________________________
Hours Reserved                      Street Address, City, Zip code

________________________________________
Email Address                                              Home Phone # & Cell Phone #

To receive the return of your deposit please contact City Hall following the day of your event.