City of Arcade

Office of Mayor and Council www.cityofarcade.org 706-367-5500

PO BOX 417 Jefferson GA 30549

ARCADE CITY PARK RENTAL & USAGE AGREEMENT

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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 regulations 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 undersigns 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 the 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, 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 ensure that the rented area is not damaged and is properly cleaned. In the event the City is required to make repairs, clean the Park following renter's use, and/or the area is not free of trash and debris and returned to the City within thirty (30) minutes of the designated end time, 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 of Park Reservation	Name
Hours Reserved & # of People Expected	Street Address, City, State, and Zip Code
Email Address	Cell Phone #