

COTTER CITY PARK

FACILITIES RESERVATION FORM

Name of Company or responsible person: _____

Today's Date: _____ Date of Rental: _____

Mailing Address: _____

Phone #: _____ e-mail address: _____

Facility Requested: **please circle one: Pavilion or Gazebo or Ballpark**

Number Attending: _____ Hours of Use: _____ Start Time: _____ Finish Time: _____

Electricity: YES NO

Water: YES NO

Rental Amount: \$ _____ Date Paid: _____ Received By: _____

Deposit Amount: \$ _____ Date Paid: _____ Received By: _____

Special Notes: _____

I understand the private use of Park Facilities is a privilege and hereby agree to abide by all park rules and regulations. I further understand that in the event I leave the facility in a condition requiring cleaning and/or repair by City employees I will forfeit my deposit and agree to pay to restore the facility to a condition equal to that when rented.

Signature of Responsible Party: _____

Acceptance of Payment By: _____

Facility Inspected By: _____

Deposit Returned or Shredded: _____ Date: _____ Amount: _____ By: _____

CITY OF COTTER

PAVILION/GAZEBO/BALLFIELD - LIABILITY WAIVER AGREEMENT

Facility Rental Terms and Conditions

The name listed on the Rental agreement shall herein be considered the 'Renter'

1. Renter will ensure compliance with the City Codified Ordinances relating to occupancy, park rules, fire, and safety regulations, as well as all local, state, and federal laws governing the use of the facility and group behavior.
2. Renter must be present for the duration of the rental period and is responsible for supervision of all guests during use of City of Cotter's rental facility.
3. Renter is responsible for turning off the power breakers and water at the pavilion before leaving. Power for the ballfield lights must be turned off at the bathrooms before leaving, otherwise renter will be charged for the additional

cost. The cost to rent the ballfield lights is \$25.00 per hour.

4. Renter is responsible for any willful and/or accidental damage caused by the rental group during the use of the City of Cotter's facility, grounds, and/or equipment and shall be responsible for the prompt reimbursement to the City of Cotter for the amount of any damage to the aforesaid property.

5. There is no prorated refund if the rental group does not use the facility for the full rental time as detailed on this receipt.

6. Rental activities are to take place between the hours of 8 a.m. and 10 p.m. unless prior written consent is given by the City of Cotter and is noted on this document.

7. Rental groups are not permitted access to the facility before or after the time indicated on this document. Set-up and clean-up time must be included in rental time.

8. Controlled substances and alcoholic beverages are not permitted in City of Cotter's parks, rental facilities, and/or outdoor public areas.

9. Decorations are permitted so long as they are not applied using tape, nails, tacks, staples, or any other damaging items to the ceilings, floor, pillars, tables, benches and/or any other park structure, equipment and/or property.

10. No candles, incense, and other kinds of open flames are permitted inside rental facility. Open flames will be restricted to outdoor grills.

11. Renter is responsible for clean-up of the facility - the facility must be left in the condition in which it was found. Clean-up includes removing all food, food debris, decorations, picking up the garbage and placing it in or near trash receptacles.

12. Renter must cleanup and vacate facility by the end time agreed upon incase facility is rented afterwards.

13. All personal items and equipment brought to the facility by the rental group must be removed following the rental. The City of Cotter is not responsible for lost, stolen, misplaced, and/or broken personal items or equipment.

14. Renter must be at least twenty one (21) years of age.

15. Gambling and games of chance are prohibited.

16. Approval by the City of Cotter is required if an event will involve admission fees or fundraising.

17. Failure to abide by these terms and conditions may result in the revocation of this rental.

18. Provide copy of any liability or event insurance renter or organization may have.

19. Renter must follow all COVID-19 guidelines issued by the Arkansas Department of Health and all Executive Orders issued by the Governor. The Facility Use Agreement holder agrees to indemnify and hold harmless the City of Cotter from any claims sustained by any person or persons arising from COVID-19 epidemic.

Payment & Cancellation Policy

Payment in full is required at the time of rental. Requests for cancellation of a Facility Use Agreement must be received in writing. 100% refunds will only be issued for cancellations made two or more weeks in advance of the rental date. No refunds will be made for cancellations less than two weeks before the date of rental.

Hold Harmless Agreement

The Facility Use Agreement holder agrees to indemnify and hold harmless the City of Cotter and its agents and employees against all claims, damages, losses, and expenses, including but not limited to attorney fees, sustained by any person or persons and arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss, or expense is not solely attributable to or caused by the negligent act or omission of the City of Cotter, its employees, agents, or subcontractors.

Privacy Policy:

I HAVE READ AND AGREE TO THE ABOVE WAIVER:

Rental Facility Name: _____

Signature: _____

Date: _____