

DIAMOND CITY, ARKANSAS

*ON BULL SHOALS LAKE
IN THE HEART OF THE OZARKS
P.O. Box 1300 232 Grand Avenue
Diamond City, AR. 72630
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COMMUNITY CENTER RENTAL AGREEMENT

NAME/RESERVED BY: _____ DATE: _____

ADDRESS: _____

PHONE NO. _____ VALID STATE ID & NO. _____

EVENT: _____ DATE: _____ TIME: _____

NOTES/REQUEST FOR EVENT: _____

****TWO SEPARATE CHECKS WILL BE NEEDED FOR DEPOSIT & RENTAL FEE****

COMMUNITY CENTER RENTAL PRICES \$30 PER HOUR, 1/2 DAY \$100, ALL DAY \$200 AND IF YOU WANT IT SET UP/TEAR DOWN THAT IS AN ADDITIONAL \$75 FEE. DEPOSIT OF \$100 IS DUE PRIOR TO RENTAL- REFUNDABLE AFTER INSPECTION.

After the use of the Community Center, it **MUST** be clean and returned to the same condition when rented. All trash should be gathered & put in big trash can provided by Emergency Exit Door, all games should be put back in place & parts with them. A City Employee will meet you at the time of the rental to unlock doors & meet again when rental is done to do an inspection and lock doors. After inspection if the Community Center is left in a clean condition the deposit will be refunded the next business day. You **MUST** be 21 years old. **THE STAGE IS OFF LIMITS, UNLESS AGREED UPON PRIOR TO EVENT.**

BY SIGNING BELOW, I AGREE TO ALL THE POLICIES AND TERMS ABOVE.

SIGNATURE: _____ DATE: _____

OFFICE USE ONLY

RENTAL AMOUNT PAID: \$ _____ CASH _____ CHECK# _____ RECEIPT# _____

DEPOSIT AMOUNT PAID: \$ _____ CASH _____ CHECK# _____ RECEIPT# _____

TOTAL AMOUNT PAID: \$ _____ DATE: _____ CLERK _____

INSPECTED: _____ BY: _____ ADDITIONAL COST \$ _____ NOTES: _____

DEPOSIT RETURNED/MAILED DATE: _____ CHECK# _____ CLERK _____

PROCESSED BY: _____ DATE: _____

WAIVER OF LIABILITY AGREEMENT

1. In consideration for receiving permission to use/rent The City of Diamond City's Community Center, ("the facility"). I hereby release, waive, discharge and covenant not to sue The City of Diamond City, it's Community Center, properties, agents, employees, officials and officers (hereinafter referred to as "releasees") from any and all liability, claims, demands, actions and causes of actions whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me/guest, or to any property sustained by me/guest, or to any property belonging to me/guest, or any guest/person(s) and their property to/at/from my event of the rental. Whether caused by negligence of the releasees, or otherwise, while renting the facility, or while in, on or upon the premises where the rental is being conducted, while in transit to or from the premises, or in any place or places connected with the rental of the facility.

2. I am fully aware of risks and hazards connected with being on the premises and participating in the rental of the facility, and I am fully aware that there may be risks and hazards unknown to me/guest connected with being on the premises and participating in the rental of the facility, and I hereby elect to voluntarily rent the facility, to enter upon the above named premises and engage in activities knowing that conditions may be hazardous, or may become hazardous or dangerous to me/my property and guest/their property. I voluntarily assume FULL responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me/guest, or any loss or damage to property owned by me/guest, as a result of my being a renter of the Diamond City Community Center, whether caused by the negligence of releasees or otherwise.

3. I further hereby agree to indemnify, save and hold harmless the releasees and each of them, from any loss, liability, damage or costs they may incur due to my rental of the facility, whether caused by the negligence of any or all the releasees, or otherwise.

4. I hereby take full responsibility for any and all guest(s) I have at the time of my rental of the facility and the loss, liability, damage, or costs that may occur during the rental of the facility.

5. I am aware that alcohol and drugs are PROHIBITED in the facility and outside its properties. Also, that tobacco, vapes, e-cigarettes, pets and animals are PROHIBITED inside the facility. Legal charges and fines will apply to myself and any/all guest that ignore these laws.

I have read the foregoing release, understand it, and sign it voluntarily as my own free act and deed; No oral representation, statements or inducements, apart from the foregoing written agreement, have been made; I am at least twenty-one (21) years of age and fully competent. I execute this Release for full, adequate and complete consideration fully intending to be bound by the same

****BY SIGNING BELOW, I AGREE TO THE TERMS AND CONDITIONS ABOVE****

SIGNATURE: _____ DATE: _____

NAME PRINTED: _____

PROCESSED BY: _____ DATE: _____