



**RECREATION DIVISION**

**RENTAL AGREEMENT**

This Rental Agreement shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. The City of Barstow (circle one) Robert A. Sessions Memorial Sportspark, Cora M. Harper Fitness Center, Dana Park Community Center Panamint Park, Henderson Pool, Outdoor Park \_\_\_\_\_ or other \_\_\_\_\_ shall be referred to as "LESSOR" and \_\_\_\_\_, shall be referred to as the "LESSEE". As consideration for this agreement, LESSOR agrees to rent to the LESSEE for the purpose of \_\_\_\_\_

- 1. **TERMS:** This agreement shall commence on (date(s)) \_\_\_\_\_ until \_\_\_\_\_, from \_\_\_\_\_ to \_\_\_\_\_ (includes set-up and clean-up time).
- 2. **PAYMENT:** LESSEE agrees to pay \$ \_\_\_\_\_ for the use of the facility, \$ \_\_\_\_\_ to be paid by \_\_\_\_\_ and the remainder (\$ \_\_\_\_\_) to be paid in full 5 days prior to rental date (\_\_\_\_\_). All payments to be made by check, money order or cash. All payments are to be made payable to the City of Barstow. Payments must be made at the Cora M. Harper Community Center or Dana Park. DO NOT make payments via the City Hall.
- 3. **SECURITY DEPOSIT:** A deposit in the amount of \$ \_\_\_\_\_ will be paid no later than 5 days prior to rental date (\_\_\_\_\_). Deposit will be refunded within thirty (30) days and will be sent to address as stated on Application. Appropriate charges shall be made for damage, labor, cancellation any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be included with refund. If deposits do not cover such costs the LESSEE will be liable for the difference and may be denied future usage.
- 4. **LATE CHARGE:** A late fee of \$20.00 shall be added and due for any payment made after dates stated above.
- 5. **DISHONORED CHECK CHARGE:** A DISHONORED CHECK SHALL BE SUBJECT TO A \$25.00 CHARGE.

6. CANCELLATION: User notification of a cancellation must be made at least 48 hours in advance, or there will be a charge for costs incurred and will be deducted from the security deposit. Costs include labor charges. Facility shall be available for the user until one-half hour after the time designated that the meeting is to begin. Less than 48 hours, entire security deposit will be forfeited.

7. CONDITION OF PREMISES: LESSEE acknowledges that he or she has examined the premises and that said premises are clean, and in satisfactory condition. LESSEE agrees to keep the premises and all items in good order and good condition and to pay for costs (taken from the security deposit) for repair and/or replace any portion of the above damage by LESSEE, his or her guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall returned to LESSOR in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to LESSOR.

8. INSURANCE: LESSEE is required to provide a Certificate of Insurance naming the City of Barstow as an additional insured no later than 5 days prior to the date of usage, or Agreement is canceled. The coverage amount must be a minimum of \$1,000,000.00 single limit, including a "hold harmless" clause or "any acts or omissions" in favor of City of Barstow Park & Recreation. LESSEE acknowledges that LESSOR'S insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall LESSOR be held liable for such losses.

9. ALCOHOL: LESSEE is required to provide a Certificate of Insurance with liquor liability naming the City of Barstow as an additional insured no later than 5 days prior to the date of usage, or Agreement is canceled. In addition, a minimum of two (2) uniformed City police officers must be on site during the entire rental period. Proof to be provided no later than 5 days prior to usage, or Agreement is canceled.

10. NOISE: LESSEE agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of a neighboring property and which require police services or which otherwise violates the Municipal Code. Said noise and/or activity shall be a breach of this agreement and may be denied further use.

11. GENERAL USE: LESSEE is responsible for supervising all activities, including the participation by minors, throughout the event. LESSEE shall use the premises in a reasonable manner and shall ensure that adequate adult supervisions, if minors are present, is maintained throughout the use. LESSEE shall comply with all applicable federal, State and local laws and regulations prohibiting discrimination on the basis of race, sex, creed, religion, national origin, family or martial status, sexual orientation, or on any other unlawful basis.

12. ATTORNEY FEES: If any legal action or proceedings is brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition other damages awarded.

13. ADDITIONS AND/OR EXCEPTIONS:

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14. AGREEMENT AND RELEASE OF LIABILITY:

In consideration of being permitted to use facilities in connection with the above stated activity, on the sites specified, do hereby covenant and agree that all risks associated caused by or arising from any use of the premises, or any part thereof, or by any defect in any building structure or improvement thereon, or in any equipment to be used therein, or because of the same being out of repair or arising from any act or omission of the undersigned or its agents and shall indemnify, waive, release, and forever discharge the City of Barstow, Community Services Division, Park & Recreation Department and their agents, employees, and sponsors and any other individuals or entities connected in any way from any and all claims, losses, damages, actions, and expenses related to death, personal injury or property damage, and litigation costs/attorneys' fees, arising from or contributed to, in whole or in part, resulting from my utilization. This agreement and release of liability shall be binding on my heirs and assigns and shall run in favor of the above-named persons or entities and any individuals in any way connected with the aforementioned utilization.

15. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the LESSOR and the LESSEE. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid. The Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, or representative of the City by any LESSEE or employee, agent, representative, or guest of LESSEE. No LESSEE or any employee, agent, representative, or guest of LESSEE shall represent to any person or entity that they are agents, servants, employees, or representatives of the City.

16. RECEIPT OF AGREEMENT: The undersigned have read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.

LESSEE'S Signature: \_\_\_\_\_ Date: \_\_\_\_\_

LESSOR'S Signature: \_\_\_\_\_ Date: \_\_\_\_\_