

CITY OF CLEVELAND, TENNESSEE
PARKS AND RECREATION DEPARTMENT
FACILITY USE AGREEMENT

I. DATE OF EVENT: _____

II. TIME OF EVENT: _____

III. CITY FACILITY USED: _____

IV. PARTIES: The City of Cleveland, Tennessee (hereafter "the City") agrees to allow the undersigned individual or entity to use the above City facility on the above-listed time and date for the following event. The undersigned individual or entity using the City's facility will be referred to in this agreement as "the event sponsor."

[Describe Event]

V. DEPOSIT: Event sponsor agrees to pay the City a \$75.00 deposit prior to the use of the facility. The deposit is refundable provided that the event sponsor complies with all of the terms and conditions of this Agreement, including returning the facility in a clean and undamaged condition following the completion of the event.

VI. FACILITY RULES: Event sponsor agrees to abide by and enforce the following rules at all times during the event.

- (A) There will be no alcoholic beverages, tobacco, drugs, obscene or profane language, or gambling allowed on or in the City facility.
- (B) Event sponsor will insure that facility is cleaned to the original condition and the facility is secured following the event.
- (C) All trash will be placed in containers provided at the facility.
- (D) All event activities shall be conducted under adult supervision.
- (E) Event sponsor agrees for itself, its agents, its employees, and its participants that the event sponsor will, at all times, be subject to and comply with all federal, state, and local laws, all rules and regulations of the City, and all the rules and regulations of the Recreation Department.

VII. EVENT SPONSOR'S RESPONSIBILITY FOR SAFETY DURING THE EVENT: Event sponsor is solely responsible for the safety of all participants in the event. Event sponsor acknowledges and agrees that the City is not responsible for the planning, development, or supervision of the event. Accordingly, event sponsor shall hold the City harmless from and against any and all claims of any nature whatsoever for personal injury or property damage that arises out of event sponsors use of the City facility, the event set forth above, or from any of event sponsor's activities while using the City's facility.

VIII. EVENT SPONSOR'S INSPECTION OF PROPERTY PRIOR TO USE: Event sponsor agrees that the City's personnel have conducted a site inspection of the facility prior to the event sponsor's use of the facility and all defective conditions have been corrected or property marked. Event sponsor agrees to enforce proper warnings to event participants of any marked conditions.

- IX. **EXECUTION OF WAIVERS BY EVENT SPONSOR'S PARTICIPANTS:** Event sponsor agrees that it shall require all event participants to execute waivers. The event sponsor shall use the Release, Waiver of Liability and Hold Harmless and indemnity Agreement attached hereto. The waiver shall be executed individually if the participants are adults and by a parent or guardian if the participant is a minor. Event sponsor agrees that it will not allow any person to participate in the event without the execution of the proper waiver form.

- X. **INSURANCE COVERAGE:** Event sponsor agrees to procure and to cause to remain in full force and effect adequate liability insurance coverage for the event listed above. The liability insurance shall be in the minimum amount of \$300,000 per occurrence. An insurance certificate shall be furnished to the City prior to the use of the facility.

- XI. **NOTIFICATION OF INJURIES:** Event sponsor agrees to report any injuries during the event to the City Manager's office at 472-4551 within 24 hours. Event sponsor shall provide an incident report that includes the name, address, and phone number of any injured person, along with a detailed summary of the extent of the injuries and how the injury occurred. Event sponsor shall also provide a list of the names, addresses, and phone numbers of all persons who witnessed the injury.

- XII. **LITIGATION:** If an action is brought against the City by any person for injuries or property damage occasioned upon City property during the event and/or resulting from the event sponsor's use of the property hereunder, event sponsor agrees to be liable for and indemnify the City from any and all expenses incurred by the City in defending said action (including attorneys' fees and court costs). Event sponsor further agrees to pay all costs and/or judgements which might ultimately be assessed or adjudged against the City in excess of the event sponsor's insurance coverage.

CITY OF CLEVELAND, TENNESSEE

EVENT SPONSOR

By _____
(Name and Title)

By _____
(Name and Title)

Date Signed: _____

Date Signed: _____

NOTE: IF EVENT SPONSOR IS AN ENTITY OTHER THAN AN INDIVIDUAL (FOR EXAMPLE, A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY), THE AGREEMENT MUST BE SIGNED BY THE CHIEF EXECUTIVE OFFICER OR A MANAGING AGENT OF SAID ENTITY.