City of Russellville – Depot Park Rental Contract Stage: Half Day \$50 / Full Day \$100

(Commission Approved 7-14-16, Revised 5-9-19)

Event:		***************************************	
Event Date(s):	Event Begins at	am/pm Ends at	am/pm
Type of Event:		Number of Guests:	
Name:	Dr	ivers License:	
Address:	City:	State:	Zip:
Phone:	E-mail:		
Are you a 501(c)(3) Yes No Tax ID #		_	
Will there be live or recorded entertainment?	Yes No		
The stage may only be used for performance	ces, entertainment and prese	entations.	
Will you have amusement devices? (example: User groups bringing amusement devices to p The user group also must submit a certificate require water will be allowed in city parks.	arks will be required to subm	it a special event form in add	
Fees Rental fees for non-profit or individuals: \$10 Fees for profit groups will be determined on a Checks should be made payable to the City of	per event basis.	or \$50 for half day (8am to 3	om or 3pm to 10pm).

Depot Park Stage Policies

Food & Beverages

Food or beverages can be part of any enchanting evening but please make sure that the remnants are properly discarded. Please be conscientious and do not litter or leave broken items behind.

A rental reservation is finalized after the venue manager receives (1) a signed contract, (2) the rental contract amount, (3) the approved

Restrooms

Portable toilets may be required at venue. The user group will arrange for delivery and cover all expenses.

Special Event Permit (if required) at the Russellville Depot, 320 W. C Street.

Permits

A City of Russellville special event permit shall be approved prior to the rental of Depot Park (if required).

Lighting and Sound Equipment

The venue does not provide light and sound equipment. Electrical power is available at the venue. Musicians must bring their own equipment (sound, speakers, amplifiers, microphones, and extension cords). Please make arrangements for musical instruments and equipment to be delivered immediately before and picked up immediately after the event. City of Russellville Recreation and Parks is not responsible for any equipment left unattended during the day or overnight.

All vendors must provide appropriate dollies, hand trucks or other moving equipment for the set-up and removal of supplies.

Refunds

Full refunds will be given if notification of cancellation of the event is given 24 hours prior to the event date. A full refund will be given if the event has to be canceled due to an oversight by the venue manager. If the event is held despite problems with the rented facility, a full refund will not be given. If the problem is verified by the venue manager, a percentage of the rental fee may be refunded.

Security

The City of Russellville may provide security, per the Special Event Permit, for all rental events which is <u>not</u> included in the rental fee. Depending on the size and nature of your event, additional security personnel may be required. Any charges incurred for additional security will be agreed upon prior to event and are the responsibility of the vendor.

Alcohol/Gambling Policy

Alcoholic beverages and/or gambling are not allowed in City Parks.

Smoking Policy

The use of any tobacco product is not allowed in a city park or a city owned facility. (City Ordinance #1847)

Vendors/Catering

Client vendors' names and phone numbers must be submitted in writing to the Venue Manager at least thirty (30) days prior to the event. All catering, floral design, entertainment, and other vendor arrangements and fees are the responsibility of the client. Clients are responsible for all materials and personnel brought into the facility. No catering equipment may be left after an event for later pickup unless prior arrangements have been made with the City of Russellville Recreation and Parks Venue Manager. Clients are responsible for the removal of items brought into the venue and for ensuring adequate cleanliness. All trash must be placed in trash receptacles. Excessive trash removal is the responsible of the user group. Additional fees that are incurred by City of Russellville Recreation and Parks shall be charged should all trash and garbage not be properly handled or disposed of at conclusion of the event.

Event Hours

The Russellville City Parks hours of operation are from 6:00 AM to 10:30 PM (City Ordinance #1887). Applicant's event must conform to these hours unless variation is approved by the venue manager in writing on this contract.

Decorations

Unless approved per production specs, attachments are not permitted on any structure. Nails, screws, tacks, staples or tape of any kind may not be used on the wall surfaces. All decorations must meet fire codes.

Photography

The City of Russellville Recreation and Parks reserves the right to photograph the final set up of the event for the use in future advertisements/promotional material for renting the venue to others. The photographs are the property of City of Russellville Recreation and Parks at no cost or compensation to the client.

Termination of Event

The City of Russellville Recreation and Parks reserves the right to terminate a function at any time if its buildings or staff are endangered by the actions of any guest, including without limitation any violation or threatened violation of any law by a guest. The client entering into a contract for the use of any facilities with the City of Russellville Recreation and Parks agrees to indemnify, defend, and the City of Russellville, the City of Russellville Recreation and Parks, and their respective employees and contractors, and saves them harmless, from and against any claim, suit, damages, liability and expense, including without limitation attorney's fees, in connection with any suits related to the termination of the event which does not allow the event to be completed.

Fire Codes

All events shall be in accordance to the Arkansas Fire Prevention Code.

More Information

For information regarding cancelations from inclement weather or to inquire about possible rental of Depot Park, please call Main Street Russellville at 479-967-1437 or email mainstreetrussellvillear@gmail.com.

Park Reservation Policies

- All rental reservations are on a first come basis and must be made in person during hours of 9:00 AM to 5:00 PM Monday Friday at the Main Street Russellville office, 320 West C Street @ The Depot, Russellville. NO RESERVATIONS WILL BE ACCEPTED OVER THE TELEPHONE. No reservation will be considered without the payment of the rental fee and the completed reservation form.
- Non-profit organizations may be permitted to charge admission, sell memberships or goods if the proceeds are to be used for the enhancement of their or other non-profit programs.
- In park areas where animals are allowed they must be on a leash and controlled by owner. (Ordinance #1671)
- Park Sign Policy Signs promoting activities in a leased facility must be pre-approved in writing, by the venue manager.
 Signs must be free standing and may not be attached to any other park structures. Once the sign is approved, it may be placed on park property one week prior to the event if it doesn't precede another event. Signs must be removed following the completion of the event.
- No GLASS BOTTLES are allowed in Russellville City Parks. (City Ordinance #1337)
- The operation and use of all MOTORIZED, MULTI-WHEELED VEHICLES (such as motorcycles and ATVs) shall be prohibited in all parks operated by the City of Russellville. The ban on said vehicles shall not prohibit the operation of said vehicles in paved areas designated and utilized for parking. (City Ordinance #1276)
- Any organization, group, or individual reserving the facilities must assume full responsibility for the behavior of the people attending their function and accept responsibility for unwarranted damage caused by said participants. The renting organization or individual also agrees to take total responsibility of any vendors, exhibitors, concession, etc. which may be at this event
- No City Parks facility shall be sub-leased, assigned, or loaned to any other group by the lessee.
- Any deviation from the above policies and procedures must first be approved by the venue manager or their delegate.

I understand that by signing this document, I certify that I am responsible for said group activity.

I understand that should there be any damage to the property caused by said group, I am responsible for full repair or replacement costs of damaged property. If the City should be required to clean the site, I shall forfeit my security deposit.

WAIVER, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of the City of Russellville allowing me and/or my group to use its facilities designated above, I agree and recognize as follows:

- That myself and my group's participation is completely voluntary and I have familiarized myself with the activities in which I and my group will be participating and any rules, regulations and procedures that are involved.
- That I am aware that certain hazards, risks, and dangers are inherent and present in the activities in which I and my group will be participating and in the equipment, facilities, and grounds I and my group will be using. I further acknowledge that, although the City of Russellville may have taken measures to minimize the risk of injury to me and my group, the City of Russellville cannot and does not insure nor guarantee that the participants, equipment, facilities, grounds, and/or activities will be free of hazards, accidents and/or injuries. I agree and recognize that my and my group's participation in such activities and/or use of such equipment, facilities and grounds may result in injury, illness or death, and I agree to assume all risks and dangers and all responsibility for any losses, damages, and injuries arising out of my and my groups participation in activities in park checked above and/or the use of any equipment, facilities, servicing and/or grounds at the parks.
- The Individual or Organization listed within this application (hereafter "User") hereby agrees to indemnify and hold harmless the City of Russellville as a municipal corporation and any and all of the City's employees, officers, officials or agents for any and all injuries or damage to any person entering upon the leased premises under express or implied invitation by the User or any property brought on or about the leased premises by said invitees, that is/was caused by the negligence, neglect or misconduct of the User or any of its employees, contractors, volunteers, agents, officials, or officers. The User further indemnifies and holds harmless the City of Russellville as a municipal corporation and any and all of its employees, officials or agents for any damage or injury sustained to any and all person and/or property due to the building improvements on the leased premises being out of repair or any and all injuries caused by any leakage of gas, oil, smoke, water, steam or electricity emanating from the leased premises. The User agrees to indemnify and hold harmless the City of Russellville as a municipal corporation and any and all of its employees, officers, officials or agents from any loss, damage, costs, fees, expenses, and claims, including reasonable attorney's fees, arising out of the User's leasing of and use of the leased premises. The User agrees to extend the above indemnities to the City of Russellville and its employees, officers, officials or agents, to any damages or injury resulting from any street or parking lot closure requested as part of the event or undertaking relative to this application.
- User acknowledges that the City of Russellville is a municipal corporation in the state of Arkansas and, as such, is entitled to certain rights and immunities under Arkansas Code Annotated 21-9-301 and that nothing in this Permit shall be construed or read to waive or limit any of the rights and immunities afforded to the City of Russellville under Arkansas law.
- The City of Russellville reserves the right to revoke this application at any time.
- By signing below, the person executing this agreement warrants, asserts, and guarantees that they have the actual authority to legally bind the "User" requesting the Permit in this Application. Initials I further certify that I have read and understand the stage/pavilion rental policies listed and agree to abide by said policies.

	Signature of Representative of Lease Organization	Da
	Title or Position in Lease Organization	Da
	FOR OFFICE USE ONLY	
Total Rental Fee	Date Received	_
Total Rental Fee Received By	Date Received Check Number	-