



102 Roadrunner Dr.
Sedona, AZ 86336
(928) 282-7098
sedonaaz.gov
FAX (928) 204-7163

SEDONA PARKS AND RECREATION RENTAL CONTRACT

The City of Sedona Parks and Recreation has reviewed and received your facility rental request. Permit **NUMBER** has been assigned to your request and the submitted information is attached as an addendum to this contract and incorporated herein by this reference. To continue processing your request, please sign, date, and return this Sedona Parks and Recreation Rental Contract (“Contract”) between you, the Renter (“I” or “Renter”), and the City of Sedona (“City”), to the Parks and Recreation office by 10 am on **DATE**. Failure to return this Contract by the specified deadline will render your request null and void.

HOLD HARMLESS AGREEMENT

I, the Renter, hereby agree as follows (Renter must initial each term below):

- _____ Any changes to the rental request will require the submission of a new facility rental request to the City at least ten (10) City business days before the rental date. Changes will not amend an existing request as you will have to restart the request and approval process.
- _____ All facilities are rented “as is.” No guarantees are made as to any changes, special cleaning, fitness for purpose, or upgrades to the chosen facilities. Renter has inspected and approves of the condition of the facility(ies).
- _____ I understand and agree that disrupting noises and other impacts related to use by other park users, groups or neighbors, and related to scheduled/unscheduled maintenance, construction, or repair by City staff or contractors, is an assumed risk of renting facilities in a public park.
- _____ Staking or stapling to City owned property, affixing signs and/or other decorations to structures or windows, and burning incense, candles, or other flammables is not permitted. Renter shall be held monetarily liable for damage to City facilities, furnishings or equipment whether caused by Renter or Renter’s guests, exhibitors or contractors.
- _____ I understand and agree that authorization only allows me to access and use the requested facility(ies) on the date(s) and time(s) listed on the application. If I access the requested facility(ies) or any other parks and recreation facility(ies) requiring an advance reservation on date(s) or time(s) that I do not have an approved reservation, then my privileges to reserve parks and recreation facilities may be suspended or revoked. Additional charges will be assessed for usage beyond the reserved time. Refunds will not be issued for unused time or to groups that are asked to leave for violating park rules or the terms of this rental Contract.
- _____ The City reserves the right to control and manage the facility and to enforce all necessary and proper rules for its management and operation. City employees and other pertinent City personnel shall have free access at all times to all spaces occupied by the Renter. The City reserves the right to eject, or cause to be ejected from the facility any objectionable person or persons; and neither the City, nor its officers, agents, or employees shall be liable to the Renter for any damages that may be sustained by REnter through the exercise by City such right
- _____ I understand and agree that authorization is issued for use as specified on my attached facility rental request. If any unapproved activity(ies) occur during my rental that were either omitted or changed from what was provided and approved on the attached facility rental request, then my privileges to

reserve parks and recreation facilities may be suspended or revoked. Renter must be present during the entire rental reservation and must have the rental agreement with him/her during the rental.

_____ I acknowledge that based on the nature of activities and/or event/s, I may be required to produce liability insurance and/or other documents governing such activities in the discretion of the City. I acknowledge that I have been informed that my conduct, activity, event, or function, though held on City property, will not be covered under the City's liability insurance policy, unless harm is caused during "normal park use". I agree to hold harmless the City of Sedona for any and all claims that might arise from the activities performed.

_____ I have been informed of Gather Guard (User Liability Insurance Policy) as an option for liability insurance.

_____ As the responsible party, I understand I am required to enforce and inform all attendees and everyone associated with my event rental of the park rules and policies. All participants must abide by park rules (<https://www.sedonaaz.gov/home/showdocument?id=5979>), incorporated herein by this reference. Renters found in violation of park rules, policies, and/or procedures may be temporarily or permanently banned from renting city facilities in the future.

_____ I hereby represent and warrant that I have obtained any and all necessary licenses, permissions or other authorizations to use copyrighted material in the course of the activity which is the subject of this agreement. Renter agrees to indemnify, defend and hold City harmless for and against any claims of any nature brought by the owner or interest holder of any copyright for its unauthorized use in connection with this agreement.

_____ City assumes no responsibility whatsoever for any property placed by Renter anywhere on City facilities. Renter hereby expressly releases and discharges City from any and all liabilities for any loss, injury or damages to persons or property which may or do arise out of or be related to the occupancy and use of the Facility under this contract. All security or other protective service desired by the Lessee must be arranged for by special agreement with the City and the Lessee is responsible for all costs connected therewith.

_____ Renter shall indemnify and save harmless the City from all loss, cost, and expense arising out of any liability, or claim of liability, for injury or damages to persons or property sustained, or claimed to have been sustained, by anyone whomsoever, resulting in whole or in part from any act or omission of Renter or any of its officers, agents, employees, guest, patrons or invitees and Renter shall pay for any and all damage to the property of the City, or loss or theft of such property, done or caused by such persons, save and excepting therefrom any claim rising out of or related to the sole negligence of or by City, its officers or employees.

_____ City reserves the right to terminate the use granted by this contract at any time. Should the City exercise this right, the Renter agrees to forego any and all claims for damages against the City and further agrees to waive any and all rights which might arise by reason of the terms of this use, and Renter shall have no recourse of any kind against the City

_____ All deposits and user fees must be paid in advance. If paying by check, please make payable to: City of Sedona. If premises are left in the same condition, a deposit refund will be processed within 30 days. If damage has occurred to



102 Roadrunner Dr.
Sedona, AZ 86336
(928) 282-7098
sedonaaz.gov
FAX (928) 204-7163

Parks and Recreation

the facility, items are missing, and/or for any violations of park rules or the terms of this rental contract, the deposit may not be refunded.

_____ I have reviewed and understand the Parks and Recreation Refund & Cancellation Policy posted here:

<https://www.sedonaaz.gov/home/showpublisheddocument/13579/636794341314770000>

_____ In case of emergency or reasons beyond the City's control, the City of Sedona reserves the right to cancel scheduled rentals prior to use without liability. Facilities may be forcibly closed due to mechanical, chemical, or health/environmental issues. Refunds will be made if the cancellation is necessary, and refund requests will be assessed on a situational basis.

_____ I understand I must remain the representative for this facility rental request through its completion and will be onsite during the rental. Third parties will not be permitted to discuss this rental request unless I am included in those discussions and/or interactions.

I, the Renter, hereby warrant that I am of legal age and authorized to enter into this Contract. I have carefully read, understand and agree to comply with its terms and conditions and park rules.

RENTER'S NAME (Signature)

Date

Addendum: Rental Request Application issued Permit **NUMBER** (attached)