

CITY OF ARLINGTON PARKS & RECREATION DEPARTMENT (hereinafter called "The Department") hereby grants the undersigned permission to use the Facilities as outlined, subject to the Terms and Conditions of this Agreement contained herein and attached hereto all of which form part of this Agreement.

ATHLETIC CENTER RENTAL RULES AND REGULATIONS

1. User agrees does hereby agree to waive all claims, release, indemnify, defend and hold harmless CITY and all of its officials, officers, agents and employees, in both their public and private capacities, from any and all liability, claims, suits, demands or cause of action which may arise by reason of injury to property or persons occasioned by error, omission, or negligent act of User, its officers, agents, employees, invitees or other persons, arising out of or in connection with this Agreement or any and all activity or use pursuant to this Agreement, or on or about the Premises and User will, at its own cost and expense, defend and protect CITY from any and all such claims and demands. Also, User agrees to and shall indemnify, defend and hold harmless CITY and all of its officials, officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for damage to any property arising out of or in connection with this Agreement or any and all activity or use pursuant to this Agreement or about the Premises. Such indemnity shall apply whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the CITY, its officers, officials, agents or employees. It is the express intention of the parties hereto that the indemnity provided for in this paragraph is indemnity by User to indemnify and protect CITY from the consequences of CITY's own negligence, whether that negligence is a sole or concurring cause of the injury, death or damage.
2. Facility management will assess a \$100 or \$250 refundable deposit, based on type and time of event. User agrees to assume all responsibility for any damages to premises, even above the deposited amount. Once reservation has ended a facility inspection is conducted, and checklist completed. The rental deposit will be refunded if no building damage is detected and facility is restored to original condition. Rental deposit will be returned within three weeks after completion of rental.
3. User will comply with all federal, state, and local laws. User may not physically attach materials in the facility. This includes tape or tacks on a painted surface.
4. User may not collect fees on the premises without a written approval by an authorized representative of Parks and Recreation Department. All reservations where monies are collected are subject to approval by Park Board. The City will receive 10 percent of total collections (admissions, concessions, etc.) or \$50, whichever is greater. This will be in addition to all applicable reservation fees.
5. User agrees to leave premises in as good or better condition than which existed prior to usage. This includes putting away all equipment in proper areas, removing decorations, spot mopping floors, sweeping and taking out the trash. Rental group is permitted to use only the areas which are designated on the written contract.
6. User is responsible for set up and clean-up of facility. All set up and clean up time must be included in the rental contract. User will not be given access to facility before rental contract time. Rentals which are not complete by the contracted time will be assessed additional fees at Double the original contract

rate. Center staff is not responsible for setting up or putting away tables, chairs or any other equipment used during the reservation.

7. Cancellation Policy – Reservations cancelled 15 calendar days or more prior to the rental will receive 50% of the original rental fee. There will be no refund for any rental cancelled less than 14 calendar days. Sports rental cancellations will be assessed \$50 administrative fee. Customers who must cancel an event will have the option of rebooking their event and will not be assessed the administrative fee.

8. Alcoholic beverages, smoking, and gambling are prohibited at all recreation centers.

9. Facility Management reserves the right to determine whether police security is required for an activity. User is responsible for scheduling the police officers through the Arlington Police Department. User is responsible for payment to police officers in cash at the time of the reservation. Police work for a minimum of three-hour shifts. Contact at (817) 459-5733 to arrange for police.

10. The Arlington Parks & Recreation Department prohibits discrimination on the basis of race, color, national origin, age, or handicap in its programs and activities. Complaints or concerns on alleged discrimination can be filed with the Arlington Parks & Recreation Department or the Office of Equal Opportunity, U.S. Department of the Interior. The Arlington Parks and Recreation Department prohibits discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, or any other characteristic protected by law in its programs and activities. Complaints or concerns on alleged discrimination can be filed with either the Arlington Parks and Recreation Department or the Office of Equal Opportunity, U.S. Department of the Interior, Washington, D.C., 20240.

11. No oral agreements for use of the Facility shall be valid. All reservations must be confirmed with written contract signed and approved by the Facility Manager and the User and fees paid in full.

12. Failure to comply with the rules and regulations listed on this page will be subject to forfeiture of deposit.

RENTAL RULES AND REGULATIONS

1. Check-in at the front counter upon arrival for your event. The room you are renting will be available at your designated start time as indicated on your facility booking contract (booking includes event set up, take down and clean up time). Failure to observe rental times may result in forfeit of deposit.

2. Please be courteous of others around you. You may not be the only rental or event in the building.

3. Any behavior deemed by staff to be destructive or inappropriate in any way shall be cause for immediate eviction and loss of rental fees & deposit.

4. The rental group will be responsible for all people in the group or organization and assume liability for all people in attendance. No area in the facility or on its grounds will be used for disorderly or unlawful purposes during the rental. The renter must be present in the rented facility for the entire rental time and is required, in cooperation with the Facility Attendant, to complete and sign a facility checklist at the conclusion of the event.

5. The renter or anyone in the renter's party may not use confetti, glitter, flower petals, silly string or anything of this nature. Only weighted helium balloons can be used. Smoke machines and Pinatas are prohibited.
6. Decorations may be attached by string only. Tape, staples, screws, nails or sticky tack of any kind are not permitted. Do not apply tape or tacks to walls or floors. Tablecloths are not provided.
7. Lighting effects employing actual fire are not allowed. This prohibits the use of lighted lanterns or torches. Sternos can be used in order to keep food warm.
8. Please place all trash in the dumpster outside of the building. Please DO NOT leave trash bags on the ground.
9. Animal acts, trains, amusement rides, bounce houses etc. must be approved prior to your rental.

Your deposit will be refunded providing:

1. The center and grounds are left in the condition they were found, and nothing is damaged, and all rental rules were observed.
2. Stack the tables and chairs on the assigned carts and return them to the designated area. Please do not drag the tables and chairs across the floor.
3. Disclose any damages to the facility that may have happened during your rental.
4. Wipe off tables and chairs from any spills or crumbs that may have fallen.
5. Staff will be present during your rental for setup and take down times on your contract. You or your designated person must review with staff and sign the Rental Checklist at the beginning and end of your event in order for your deposit to be returned. Any damages will be noted and deducted from the deposit.
6. Deposits are returned three weeks after your rental date.

The following requirements are in effect for rentals as of August 21, 2020:

As the City of Arlington Parks and Recreation Department continues to reopen facilities, amenities, and continue programming carefully, we remain proactive in our adjustments to provide the safest environment for your families and our staff. We follow guidance and safety protocols from the Arlington Fire Department that complies with Gov. Abbott's latest executive orders, the City's Roadmap to Reopen and Recover plan, and recommendations from local health officials and the U.S. Centers for Disease Control (CDC).

1. Face coverings are required to enter and remain in Parks and Recreation facilities. All persons over the age of ten (10), including employees, customers, visitors, invitees, and contractors ("Patrons"), who enter this business must wear a face covering over their nose and mouth, such as a homemade mask, scarf, bandana, or handkerchief.

- A face covering requirement does not apply if covering the nose and mouth poses a significant mental or physical health risk to the individual.
 - The requirement of a face covering also does not apply when an individual is consuming a food or beverage or receiving a service where the wearing of a mask would impair the service's performance.
2. Rentals will be operating at 50% room capacity or less to maintain social distancing.
 3. Social distancing, a minimum of 6 ft, is required.
 4. For all other recreation and athletic centers, patrons follow directions for set-up provided by staff to ensure proper distancing.
 5. Patrons must bring their equipment for use at all facilities (basketballs, hand weights, mats, etc.)
 6. Lingering in the lobby and restrooms is not permitted.
 7. Please refer to <https://open.texas.gov/uploads/files/organization/opentexas/OpenTexas-Checklist-Employers.pdf> for updated requirements and guidance on event management.
 8. These requirements may be subject to change without notice due to changes in federal and state mandates. For questions about these requirements, please contact the facility manager over the center.

EMERGENCY CONTACT PHONE NUMBER FOR AFTER-HOURS AND WEEKENDS IS 817-459-5430.

I have read and understand all the facility waiver and rules and regulations at the Athletic Center.

Signature _____

Date _____