



Parks and Recreation Facility Rental/Use Agreement

Contact Information			
Name :		Date :	
Mobile Phone : ()		Email :	
Home Phone : ()		Email :	
Address :		Apt/Unit # :	
City :	State :	Zip :	

Facility Information			
Facility Requesting :			Fee :
Date Requesting :		Time Requesting :	
Payment Method : CASH CHECK			Total :

Special Request/Instructions

Agreement of Responsibility	
<p>I agree to abide by any and all rules set by the Town of Atoka Parks and Recreation Department and within this agreement. I agree that I will be responsible for the conduct of my group, which has been granted the use of the above named facilities, and shall conform to the official operating policies as established by the Town of Atoka, and the Parks and Recreation Department. I further agree to reimburse the Town of Atoka in full for the fee as agreed upon for the use of a park facility as well as any and all damage to the park facility. This includes but is not limited to; defacing of property, buildings or structures, or the natural state of the facility or park; failure to fully clean the facility, as assessed by the Town of Atoka Parks and Recreation Department through its agents or employees following my use of the facility.</p>	
Signature :	Date : ____/____/____

Office Use Only	
Event :	Event Date :
Fees Collected :	Approved :

Facility Rental Policies

GENERAL INFORMATION

- The Renter shall be held responsible for the condition of the facility and the conduct of the group using the facility.
- Park rental hours are from 10:00 am to 10:00 pm. All Town parks close at 10:00 pm. Facility rentals should end by 9:00 pm to allow for clean-up.
- Alcohol sales and consumption are prohibited in all Town parks, no exceptions.
- Motor vehicles are not permitted on park trails or grass.
- Glass bottles are not permitted in Town parks.
- Users shall not deface or otherwise mark or damage the shelter, picnic tables, trash containers, trees, concession stand, ball fields, or any other Town property.
- The Renter shall collect and place trash in the appropriate containers prior to leaving the facility.
- The Renter shall carry a copy of the Facility Rental/Use Agreement with them during the time of their scheduled event.

SUPERVISION

- Renters must be eighteen (18) years of age or older to rent facilities.
- Appropriate supervision of youth activities is to be provided by the Renter.

CLEAN-UP

- The Renter shall be completely responsible for cleaning the facilities after the event to the satisfaction of Department staff.
- Inadequate cleaning shall result in loss of security deposit and/or additional fees for the balance of Department resources used to clean the facility.

FEES

- Fees for the rental agreement will be agreed upon between Department staff and the Renter when the rental request is submitted and will be noted on page 1 of the Facility Rental/Use Agreement.
- Department staff may request a Security Deposit Fee, in addition to Facility Rental Fees, from the Renter for events that require additional Department staff, resources, labor, set-up or planning.
- Any required Security Deposit Fees must be paid at the time the rental request is submitted. All other Facility Rental Fees must be paid prior to the scheduled rental date.

CANCELLATION

- Facility rental reservations may be cancelled at any time.
- A 100% refund of all fees paid will be granted for cancellations that take place at least ten (10) calendar days prior to the scheduled rental date.
- A 50% refund of the Facility Rental Fees will be granted for all cancellations that take place at least three (3) calendar days prior to the scheduled rental date.
- A 100% refund of the Security Deposit Fee shall be refunded for cancelled rentals.
- No Facility Rental Fees shall be refunded for events cancelled less than three (3) calendar days prior to the scheduled rental date.
- 100% of any additional fees charged for Departmental support costs, which have not been incurred by the Department at the time of cancellation, shall be refunded. Any such fees that have already been incurred by the Department will not be refunded.

INDEMNIFICATION

- Prior to granting any request for exclusive use of Town of Atoka park property, park facilities or park equipment, The Departments may require the Renter to submit a certificate of insurance naming the Town of Atoka and such other third parties as may be injured or damaged as additional insured. Coverage levels required are to be established and reviewed periodically by the Parks and Recreation Advisory Board with guidance from the Town Attorney.

Return To:

Town of Atoka
Att: Parks and Recreation Director
334 Atoka Munford Ave.
Atoka, TN 38004

OR

bpeel@townofatoka.com

Waiver of Rights to Claims Based on Negligent Acts

EXPLANATION

This document is an agreement between you, the undersigned, and the Town of Atoka Parks and Recreation Department. It states that you will hold the Town of Atoka, the Town of Atoka Parks and Recreation Department, the Parks and Recreation Advisory Board, and any and all of the named agents or employees entirely harmless and free of liability for any and all negligent acts. You have the opportunity, if you wish, to speak with a representative of the Town of Atoka Parks and Recreation Department for further explanation of the terms contained herein before signing.

AGREEMENT

I, the undersigned, hereby agree to relinquish all claims, suits, attorney fees, damages, liability and any and all future rights to the same based on any and all negligent acts of the Town of Atoka, the Town of Atoka Parks and Recreation Department, Parks and Recreation Advisory Board, and any and all of the named agents and/or employees in connection with or incident to myself or my group's use of any of the Town of Atoka park facilities as enumerated on the attached Town of Atoka Parks and Recreation Department Facility Rental/Use Agreement.

I, the undersigned, hereby acknowledge and agree that I have carefully read and fully understand the terms of this Waiver of Rights to Claims Based on Negligent Acts, and that I have been afforded an opportunity to request further explanation of the terms of this Wavier of Rights to Claims Based on Negligent Acts with regard to facility management. After acknowledging the same, I am now freely and voluntarily signing the Wavier of Rights to Claims Based on Negligent Acts without any alteration of its original, printed, terms.

Signature :

Date : ____/____/____