



RENTAL AGREEMENT

RENTER: _____

CONTACT PERSON: _____

ADDRESS/CITY/STATE/ZIPCODE: _____

PHONE NUMBER: _____

LOCATION: _____

EVENT DESCRIPTION: _____ GUEST COUNT: _____

EVENT START DATE/TIME: _____ EVENT END DATE/TIME: _____

TOTAL RENTAL AMOUNT: \$ _____ MINIMUM DEPOSIT DUE NOW: \$ _____

THERE WILL ALSO BE ADDITIONAL CHARGES FOR: _____ FINAL PAYMENT DUE: _____

Thank you for selecting West Monroe Parks and Recreation.

Your required rental amount or deposit of \$ _____. MUST BE MADE to Kiroli Park immediately to guarantee availability of your Event Location. Until paid, your Event Location is NOT RESERVED. Deposits are credited to total amount owed for your rental. This Rental Agreement for your Event will terminate without the total amount being paid on or before the Final Payment Due date.

LODGE RENTALS ARE REFUNDABLE IF CANCELLED MORE THAN 60 DAYS PRIOR TO EVENT. COMPLETE PAYMENT/DEPOSIT WILL BE FORFEITED IF EVENT IS CANCELLED LESS THAN 60 DAYS PRIOR TO EVENT. ALL OTHER FACILITIES ARE NON-REFUNDABLE IF CANCELLED LESS THAN 30 DAYS PRIOR TO EVENT. HOWEVER, IF EVENT MUST BE RESCHEDULED MORE THAN 30 DAYS PRIOR TO EVENT, THE DATE MAY BE CHANGED (BUT SUBJECT TO AVAILABILITY) (this is a one-time change in dates, and must be rescheduled at the time of the original cancellation)

This contract total is for listed items and rental for Event Location only. Any remaining fees, charges or penalties, or damages that may be occur, MUST be guaranteed with a Visa or Mastercard.

Card No. _____ - _____ - _____ - _____ Exp ____/____ CID _____ ZIP CODE _____

in the name of _____. If a card number is not provided, an additional damage deposit fee of \$ _____ (up to \$200.00).

In consideration of the terms, conditions, and provisions below, the City of West. Monroe, Louisiana, d/b/a/ West. Monroe Parks and Recreation, and operating as Kiroli Park, Restoration Park, or Lazarre Park ("Park") and the Renter named above agree and contract as follows:

1. Regulations, Fees and Payment. Renter shall fully comply with all rules and regulations governing the Park. The above deposit is required to secure the event date(s). All amounts are to be paid in full 30 days prior to your event. Failure to do so may result in forfeiture of deposit and cancellation of Rental Agreement. Should Renter wish that the Kiroli Park ticket

booth attendant will admit all persons indicating that they are associated with or invited by Renter, Renter shall additionally pay a fee of \$_____ IF THIS FEE IS NOT PREPAID BY RENTER IN ADVANCE OF EVENT, ALL GUESTS WILL BE REQUIRED TO PAY AN ADMISSION FEE AT THE GATE.

2. Security. If alcohol is consumed, the security requirements for this event are a minimum of one security personnel per 100 expected guests for the duration of the function, based on the estimated number of guests which is listed above. If actual attendance appears to exceed this amount, or if the Park believes the nature of the event would benefit, Park reserves the right to obtain additional security personnel and the Renter shall be solely responsible for all costs incurred. Security must be provided by off-duty officers of the West Monroe Police department or, if not available, other approved security personnel. Rates are \$45.00 per hour/per security personnel (4 hour minimum). This requirement and the presence of security personnel does not limit the Renter's obligation to maintain orderly conduct of attendees, or the Renter's liability to Park or any other person for injury, loss or damage. Renter is exclusively responsible for monitoring the behavior and conduct of their guests during the event and Renter is exclusively liable for any harm to, or caused by, any guest.

CONSUMING ALCOHOLIC BEVERAGES WITHOUT REQUIRED SECURITY PERSONNEL WILL RESULT IN IMMEDIATE TERMINATION OF YOUR FUNCTION AND FORFEITURE OF ALL RENTAL FEES AND DEPOSITS.

3. Utilities. No additional charges will be made for use of existing Park electric lighting, heating and air conditioning, and water. Operation and/or temperature selection of air conditioning and/or heating will be determined solely by Park. Park shall have no liability in the event of the determination not to operate heating or air conditioning, whether arising out of mechanical defects or other limitations, or because of a determination of the park that such operation was unnecessary, inappropriate or for any other reason, all of which determinations are to be within the sole discretion of the Park.

4. Cleaning. Renter shall leave the rented facility and surrounded areas clean and free of trash. VIOLATION OF ANY OF THE RULES BELOW WILL RESULT IN EJECTION AND ADDITIONAL FEES INCURRED FOR CLEAN-UP. Park personnel do not assume any responsibility for monitoring the Event Location, or the conduct of any of the Renter's employees, agents or guests, either during the event or any time that they are physically at the Event Location to set up or break down the event, including post event clean up.

A. All trash must be placed in appropriate receptacles provided by park.

B. No crawfish or shrimp allowed at any facility without prior written approval. If approved, all remains (including cooking and wash waters) must be removed from park by renter or caterer.

C. Grease from frying activities must be removed from the park by the renter or caterer. Do not pour grease on the ground or place in trash receptacles.

D. FLOORS TO ALL FACILITIES MUST BE SWEEPED AND MOPPED AS NEEDED.

E. INSPECTION IS REQUIRED FOR RETURN OF DEPOSIT. Please notify ticket booth attendant that leased facility is ready for inspection before leaving park.

5. Non-included charges. Rental of facility does not include entrance into the park. Rental of facility does not include charges for catering, stagehands (lighting and sound), security personnel, or other similar personnel, or any federal, state or local licenses or taxes. Rental of facility does not include charges for light, sound, presentation, office, or wedding equipment. If required, Renter shall specifically be responsible for obtaining a City of West Monroe occupational license.

6. Relocation or cancellation. Park reserves the right to relocate any event within the Park if determined by Park to be necessary or desirable for Park operation. Park reserves the right to relocate or cancel any event if Park, in its sole discretion, determines the planned event is inappropriate or undesirable in light of the status of the Park as a publicly

owned facility, or if it is determined that its relocation or cancellation is necessary or desirable in order that the Park adequately serve other renters. In the event that the Park cannot be utilized by Renter due to cancellation, relocation or other circumstance determined by the Park, the Park will return all prepaid facility rental fees and deposits. In no event shall Park have any obligation or liability for any other expenses, damages or loss of any type, kind or nature associated with the planned event.

7. Event time. Event time includes all decoration and other preparation time as well as any removal of items brought in by Renter. Except as specifically allowed by Park, decorating cannot begin earlier than function start time. All of Renter's activities and removal of items must be completed prior to function end time. All items remaining after function end time shall be considered as unwanted trash and will be discarded by the Park. Event set up must be submitted one week prior to an event. Changes made to a set-up with less than one-week notice will result in a fee of \$50 per set up change.

8. Decorations. No decorations shall be placed on the building, walls, or corridors, nor shall any advertising signs be supported by nails, tacks, screws, or pressure sensitive tape on walls or woodwork without prior written approval of the Park. All decorations shall be of non-flammable material and shall conform to the regulations of the West Monroe Fire Department and all applicable ordinances of the City of West Monroe and the State of Louisiana. No glitter or confetti is allowed. IF IT IS DETERMINED THERE HAS BEEN A VIOLATION OF THESE RULES, WE RESERVE THE RIGHT TO ASSESS A FEE OF NOT LESS THAN \$200.00

9. Access. Employees of the Park, its agents and contractors, shall always have free and unlimited access to all areas.

10. Reporting and Payment of Taxes. In all events applicable, Renter shall be solely responsible for reporting and filing of federal, state and local tax returns and for payment of all taxes owed.

11. Loss or damage. Renter, at all times that the Renter or its employees, agents or guests are within the area of the EVENT location shall be deemed to be the sole and exclusive legal custodians of the EVENT location. All responsibility for the employee, agent or guest safety is assumed exclusively by Renter (specifically all activities involving physical activities such as athletics, dancing, and similar activities). Renter shall be exclusively responsible for monitoring the condition of the EVENT location and the safety of all persons utilizing it. Park shall not be responsible for any loss or damage to any person or property while at the event unless caused by the gross negligence of Park, its employees or agents. Renter agrees to be fully responsible and liable for any property damages to the EVENT location by Renter as a result of the fault of Renter, or any of the Renter's guests, employees, or agents, and will further be fully responsible and liable for any injury to any person to the extent arising as a result of the fault of Renter or any person for whom Renter may be employ or who is present on the leased premises either as Renters employee, agent or guest, or otherwise to in any way facilitate the event. Renter may be required to furnish public liability insurance of a designated amount and coverage if determined necessary by Park. To the fullest extent allowed by Louisiana law without causing any diminution or reduction in insurance coverage available to either Park or Renter under any insurance policy held by them, each of Renter and Park hereby waive any and all rights of recovery against each other, and all persons for whose actions the other is or may be responsible, for any loss by insured peril and hereby agrees not to assign to any insurer any right or cause of action for any insured damage which may occur during the term of this agreement between Park and Renter. To the extent not compensated by insurance, Renter agrees to indemnify the Park for any loss, damage or expense, arising out of or resulting from acts of the Renter, Renter's guests, agents, or employees.

12. Third Party Charges. The Park shall not be responsible for payments due on any materials, properties, decorations, advertising or other matter to be delivered for the account of the Renter unless arrangements are made in advance and deposit for payment is made for any anticipated amount to be paid.

13. Assignment or Subletting. The Renter shall not assign or sublet to others the EVENT location covered by this Rental Agreement without the advance written consent of the Park.

14. Increased costs; responsibility. If the use for which Park is rented is of a type that causes an increase in any insurance premium paid by the Park or an increase in any of the usual operating expenses of Park or which makes necessary the supplying of special equipment or special utilities or other services, the Renter shall, in addition to the payment of rentals as provided above, pay all such increased amounts to the Park.

15. Payment of rental balance; late charge. If for any reason the balance of any rental or other charge is not paid when due, Park is authorized to utilize credit card information provided by Renter in order to charge the full amount owed to the credit/debit card. Renter shall additionally be liable for a late charge/administrative fee equal to ten percent (10%) of any balance remaining unpaid more than thirty (30) days following the event. The provisions above shall not limit or otherwise diminish the rights of Park to collect all or any amount due from Renter, guarantor, or any other person legally responsible for such amount.

16. Attorney's fees, interest. In the event that any collection action, including suit, is instituted by Park to enforce compliance with this Rental Agreement, Park shall be entitled to reimbursement of all costs and expenditures incurred together with recovery of reasonable attorney's fees, which attorney's fees shall not be less than the sum of \$1,000.00, together with legal interest on all amounts owed (including any late charge/administrative fee and attorney's fees), beginning thirty (30) days from the date of the event until paid. Further, should any legal claim arise for damage or injury allegedly resulting from or related to the event in any way, and should Park be included as a party against whom those claims are asserted, Renter expressly agrees to indemnify and hold Park harmless for all liability and defense costs, including attorney's fees, save and except for damages asserted to be solely caused by Park's gross negligence or intentional acts.

17. Misrepresentation. Any misrepresentation by Renter in obtaining this agreement shall be grounds for immediate cancellation or termination of the event and forfeiture of all deposits.

18. Advertising. All tickets and advertising referring to Park or its logo must be approved by Park in advance and prior to use. Placement of advertising is subject to requirements of local ordinances and state law. City ordinances (Sec 8-2036) prohibit the use of temporary signs placed on utility poles, trees, rights-of-way, streets, alleys or any other public property, whether freestanding or attached to existing structures. Such items are also defined as litter under State Law, LSA-R.S. 30:2544. All such signs are considered unlawful and will be removed by the City of West Monroe and destroyed.

19. Guarantor. The guarantor(s) signing below personally guarantee all obligations of Renter set forth in this Rental Agreement, or any associated agreement between Park and Renter. All such guarantor(s) agree that they shall be solitarily obligated with Renter, do hereby waive all pleas of division or discussion, and consent to the extension and/or modification of any payment term or other provision of the rental agreement without notice to guarantor(s) and without any reduction or limitation of guarantor's obligations.

23. Miscellaneous. Utilization of the Park facilities for uses unanticipated by Park may be limited or prohibited or may result in special requirements. Any and all such requirements or limitations shall be in the sole discretion of Park.

Titles utilized in this agreement are for convenience only and are not part of this rental agreement.

I/We have read the above and agree with all terms, conditions and provisions

on _____.

BY: _____ West Monroe Parks and Recreation

RENTER: _____ (Group or Business Name)

BY: _____ (Authorized Agent/Officer)

BY: _____ (Personal Guarantor(s))

Accepted on _____