



FACILITY USE AGREEMENT AND RELEASE/INDEMNIFICATION

Facility Location _____

1. In consideration for being permitted to use the above-listed facility of the City of Liberty, SC (hereinafter "Applicant"), agrees to indemnify and hold harmless the City of Liberty, its officers, employees, and insurers from and against all liability, claims, and demands, which are incurred, made, or brought by any person or entity, on account of damage, loss, or injury, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, death, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the use of the facilities, whether any such liability, claims, and demands result from the act, omission, negligence, or other faults on the part of the City of Liberty, its officers, or its employees, or from any other cause whatsoever.
2. In addition, in consideration for being permitted to use the facilities, Applicant, on behalf of itself, and its officers, employees, City of Liberty, and invitees, hereby expressly exempts and releases the City of Liberty, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, or death, that Applicant may incur as a result of such use, whether any such liability, claims, and demands result from the act, omission, negligence, or other faults on the part of the City of Liberty, its officers, or its employees, or from any other cause whatsoever.
3. By signing below, Applicant agrees that, in the event of any damage, loss, or injury to the facilities or to any property or equipment therein, the City of Liberty may deduct from the damage deposit the full amount of such damage, loss, or injury. Applicant further agrees that, if such damage, loss, or injury exceeds the amount of the damage deposit, Applicant will within thirty (30) days of billing reimburse City of Liberty for all costs associated therewith upon billing by the City of Liberty.
4. It is acknowledged by the Applicant that The City of Liberty does not warrant and does not make any representation as to the condition of the facilities. The Applicant acknowledges that it has inspected the facilities and accepts them "as is" for its intended purpose.
5. The applicant agrees to adhere to the Insurance Requirements as stated on page 2 of this form.

Name of Person/Organization

Signature of Person/Organization Representative

Date



PAGE TWO: INSURANCE REQUIREMENTS

The applicant shall procure and maintain until all their obligations have been discharged insurance against claims for injury to persons or damage to property which may arise from or in connection with the event.

The insurance requirements herein are minimum and in no way limit the indemnity covenants in this agreement. The City of Liberty in no way warrants that the minimum limits contained herein are sufficient to protect the Applicant from liabilities that might arise out of the activities encompassed by this agreement by the Applicant, its agents, representatives, employees or subcontractors and Applicant is free to purchase additional insurance as may be determined necessary.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Applicant shall provide coverage with limits of liability not less than those stated below. A special events coverage endorsement or policy, excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Minimum Commercial General Liability Coverage

- The policy shall include as primary coverage: bodily injury, property damage and broad form contractual liability coverage.
- General Aggregate \$1,000,000
- Each Occurrence \$1,000,000
- Fire Damage (Damage to Facility Premises) \$ 50,000
- The policy shall be endorsed to include the following additional insured language: "The City of Liberty and its officers, employees and insurers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Applicant. A copy of the certificate of insurance shall be provided to the City of Liberty 5 days prior to the event.
- If special events coverage is procured to satisfy the insurance requirement of this agreement, proof of coverage shall be provided to the City of Liberty 5 days prior to the event setting forth coverages equal to or greater than those listed above. The policy shall be endorsed to include the following additional insured language: "The City of Liberty and its officers, employees and insurers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Applicant.

Note: a signed copy of this form must be submitted along with a signed "Application for Use of Property and/or Facilities" form.



LIBERTY RECREATION PROPERTY, GYM, GAZEBO RENTAL AGREEMENT

For reservation, please contact Liberty Recreation

****The City will not be responsible for accidents or loss of personal property****

Renters Information Below

Full Name _____ Phone # (____) _____ - _____

Address: _____

City: _____ State: _____ Zip: _____

Activity Planned: _____

Rental Facility Location (Gym location or Gazebo # or Property): _____

Rental Date: _____ Time: From _____ To _____

Security deposit Fee: _____ - CASH OR CHECK # _____) Date: _____

Rental Fee: _____ - PAID:(CASH OR CHECK# _____) Date: _____

Proof of Liability Insurance: (Attach a copy to these completed forms)

RATES

PROPERTY RENTAL: SECURITY DEPOSIT: \$100 1st HOURS \$200 ADDITIONAL; HOURS: \$50 STADIUM LIGHTS \$75 PER HOUR

MILLS AVENUE GYM; MAIN STREET GYM: SECURITY DEPOSIT: \$100 1st HOUR: \$100 ADDITIONAL HOURS: \$50

**Security deposit is refundable if the gym is properly cleaned and there is no damage to the property as determined by a Rec Employee by the next business day.*

SMALL GAZEBO #1-#4: 2 HOURS: \$20 EACH ADDITIONAL HOUR'S SAME DAY: \$10

LARGE GAZEBO #5-#6: 2 HOURS: \$30 EACH ADDITIONAL HOUR'S SAME DAY: \$10



Property Guidelines:

1. You must have a copy of this agreement with you at the time of use.
2. Examine fields, and grounds, and report any vandalism prior to use.
3. Nothing on the field will damage underground irrigation. **NO** stakes allowed to tether down inflatables due to possible damage to irrigation lines. **NO** vehicles allowed on the stadium playing field. Keep vehicles on track.
4. Clean area before leaving.
5. Trash **MUST BE REMOVED** from premises.
6. Soft sole shoes only: no cleats or other shoes that may scratch gym floor.
7. All tables, chairs, etc. must have felt bottoms to prevent damaging the surface of the gym floor (note: You can typically purchase sheets of felt at Walmart and craft stores for under \$1.00 to glue or tape onto chair and table legs).

Gym Guidelines:

1. You are responsible for providing your own trash bags, paper towels and other necessary cleaning supplies.
2. Renters are required to remove their own trash from the premises: do not leave at the facility.
3. **NO** cookers, grills or other fire hazards allowed.
4. **NO** tobacco or alcohol at the facility.
5. The renter must be over the age of 21 and be present for the entire event; renter is responsible for the supervision and well-being of everyone who enters the facility for the duration of the rental.
6. All excess debris, including trash, food and tracked in dirt, should be removed prior to leaving the premises.
7. Any spills or other messes that require immediate attention should be cleaned up immediately.
8. Please make sure restrooms are cleaned and toilets are flushed before leaving.
9. **NO** tape, tacks, or nails on the wall or any other items that may damage the walls of the gym.
10. If you are eligible for a security deposit refund, you will receive it by mail within two weeks. It will be mailed to you as a check to the address you provide.

Gazebo Guidelines:

1. You must have a copy of this agreement with you at the time of use.
2. Examine gazebo, grounds, and report any vandalism prior to use.
3. Pets must be on leash, **PLEASE** clean up after your pets.
4. **NO** cookers or grills allowed inside gazebos.
5. Clean area before leaving.
6. Trash **MUST BE REMOVED** from premises.
7. Turn off any power switches, (if applicable).

I, the undersigned, have read and agree to the above-listed guidelines.

SIGNATURE

DATE

APPROVING SIGNATURE

DATE