



Campbell Park Facilities
200 South Denton St., Hutchins, TX 75141

RENTAL AGREEMENT

ACCESS CODE# _____	RESIDENT _____	NON-RESIDENT _____	DL# _____
Name of Applicant: _____			
Address _____	City _____	Zip _____	
Phone # _____	Work # _____		
Date of Event _____	Time _____		
Rental Facility (check one or both)	Large Pavilion _____	Baseball Field _____	

PLEASE READ AND INITIAL AFTER EACH LINE

1. Applicant acknowledges that rental of the Campbell Park Facilities is subject to the rules and fees required by applicable City of Hutchins Code of Ordinances and policies on file. The Applicant has read and understands the park facilities rental policy and shall adhere to and enforce all rules, regulations, and policies during the reservation with the City of Hutchins, Texas (the “City”). _____
2. Tendered herewith is the sum of \$ _____ for rental and a clean-up and damage deposit. The City reserves the right to ask for all fees and deposits in money order and/or cashier’s check. _____
3. Applicant shall be responsible for any damage to the premises and for clean-up of the premises after Applicant’s event. If any additional clean-up or repairs are necessary, a cleaning fee of \$25 shall be withheld from the deposit to pay the cost thereof. Any cost in excess of the deposit shall be borne by Applicant and the City may seek recovery of any such additional cost in the manner provided by law.

4. **CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SPECIAL EVENT OF APPLICANT PURSUANT TO THIS AGREEMENT. APPLICANT HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS “CITY”) FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY. APPLICANT AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT**

COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY APPLICANT'S NEGLIGENT PERFORMANCE OF THE SPECIAL EVENT UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF APPLICANT, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS, PARTICIPANTS, OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, APPLICANT, ON NOTICE FROM CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT APPLICANT'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO CITY. APPLICANT'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY APPLICANT UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. _____

5. The Applicant shall not have any right to assign this Rental Agreement to any other person. _____
6. Applicant agrees to vacate the premises immediately upon conclusion of the rental period specified above. Clean-up shall be completed prior to exiting the premises. Applicants shall receive their refund via mail within ten (10) business days following the event. The refund of the deposit is subject to charges due to damages or need for excessive clean-up found by City Staff use guidelines listed in line 9 were followed. This is in addition to the automatic \$25 deducted for routine cleaning fees. _____
7. **Applicant agrees that time-of-rental shall begin and end at the selected scheduled times of event contracted for on the day of the event.** _____
8. Use of the Park Facilities shall be discontinued at the end of the rental time. _____
9. The following are guidelines for use of the Campbell Park Facilities:
 - A. Alcoholic beverages are absolutely forbidden anywhere on the premises.
 - B. Excessive and loud noises shall not be permitted.
 - C. Grilling is prohibited on premises.
 - D. City-owned property must not leave the rental site.
 - E. A cleaning fee of \$25 shall be deducted from the Applicant's deposit for cleaning.**
 - F. Any damages shall be charged to the Applicant. _____
10. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Dallas County, Texas, unless the subject matter of the dispute is required by law to be filed in federal court, in which case the venue shall be in the United States District Court for the Northern District of Texas (Dallas Division). The Applicant and City agree to submit to the personal and subject matter jurisdiction of said court. _____
11. Applicant and City agree that City has not waived immunity by entering into and performing their respective obligations under this Agreement. _____

12. *Failure to adhere to these restrictions will result in a 100% loss of deposit.* _____

APPLICANT HAS READ AND UNDERSTANDS THE RULES AND INFORMATION ABOVE AND SHALL ABIDE BY THEM.

Applicant Signature: _____ Date: _____

OFFICE USE ONLY

Confirmed by _____ **Date** _____

Money Order No. _____ **Cashier Check No.** _____

Amount \$ _____ **Rental \$** _____ **Deposit \$** _____

Received By _____