

AGREEMENT FOR USE
(BARRICADES)

Crowd control barricades ("barricades") were purchased by the City of West Monroe/West Monroe Police Department ("CITY") for use during parades, football games, the Ark-La-Miss fair, and other scheduled events within the City for which their use is essential, so that the dates/times set out in this Agreement are of the essence. Further, allowing use of City barricades as provided in this Agreement For Use (Barricades) ("Agreement") is solely as an accommodation to others, and is secondary to use of the barricades for the needs of the City of West Monroe.

Use of the barricades is allowed only within Ouachita Parish unless specifically approved by the Mayor.

Person(s)/organization using barricades ("Renter"): _____

Name of Individual Responsible Guarantor(REQUIRED): _____

Phone: _____ Email: _____

Address of Renter : _____

(City)

(State)

Location of use of barricades : _____

Scheduled date/approximate time for pickup by Renter (or for CITY delivery) ("PICKUP DAY"): _____ Scheduled date/approximate time for return/retrieval by Renter (or barricades retrieved by CITY) ("RETURN DAY"): _____

Cost for use of barricades ("Rental") is \$10 per barricade for a period of 5 days. If the length of time of the intended use is greater than 5 days, the cost for each additional day shall be \$2 per barricade (but only if this extended time is scheduled at the time of signing of this Agreement). If all barricades are not returned on the RETURN DAY(or, if applicable, are not available for pickup by CITY on the RETURN DAY), there shall be an additional charge of \$5 per barricade per day until all barricades are returned/retrieved. Further, if all barricades have not been returned (or made available for retrieval by CITY) by the RETURN DAY, CITY shall have the right to retrieve all barricades at any time and/or from any location where found.

Additional cost for the CITY to deliver and to pick up the barricades is \$50 for each 10 barricades.

Number/type of barricades to be utilized: _____

Rental cost for _____ days is \$ _____.

Cost of delivery and pickup (if by CITY) is \$ _____. **TOTAL COST** is \$ _____

RENTAL SHALL BE PAID IN ADVANCE, and use of barricades is not guaranteed until full payment is received by CITY.

CITY reserves the right to cancel this Agreement in whole or in part due to occurrence of unexpected events.

Individual Personal Guarantor ("Guarantor") hereby guarantees all of the obligations of Renter under this Agreement, and waives demand, protest, notice of protest and non-payment, and also the plea of discussion, and agree that this is a solitary obligation, and that the obligations of Renter may be extended without the knowledge or consent of Guarantor.

Renter is solely responsible for repair of any damage to a barricade, if repairable, or otherwise is responsible for the full replacement cost. Whether a damaged barricade is repairable is determined by CITY, in its sole discretion. Repair cost shall be \$100.00. Replacement cost for each barricade shall be \$200.00, and replacement cost for each separate "support foot" of a barricade is \$40.00.

Renter assumes all liability arising out of the transportation and the use of barricades (unless barricades are transported by CITY), and assumes all liability for the installation and the use of the barricades. Renter agrees to fully indemnify and hold the CITY, its employees, its agents, and its independent contractors free and harmless from any and all liability, obligation or expense for any and all damage or injury to any person or property, regardless of how or where arising or incurred.

Should any proceeding be instituted in Court by CITY for enforcement of the terms and provisions of this Agreement, CITY shall be entitled to also recover reasonable attorney fees (which shall be a minimum of \$350.00) and all costs incurred.

Signed this _____ day of _____, 2025.

Renter:

Authorized Signature

Individual Personal Guarantor:

Signature

Accepted on behalf of CITY:

Printed name: _____