

CITY OF STERLING
DEPARTMENT OF PARKS, LIBRARY AND RECREATION
CENTENNIAL SQUARE – 421 NORTH 4TH ST. P.O. BOX 4000
STERLING, COLORADO, 80751
970/522-9700 Fax: 970/521-0632

DISC GOLF COURSE RENTAL AGREEMENT
(PER DAY)

THE CITY OF STERLING (CITY) DISC GOLF COURSE AT PIONEER PARK IS AVAILABLE FOR RENT FROM SUNUP TO SUNDOWN EVERY DAY OF THE WEEK, AS AVAILABLE, BY CLUBS, ORGANIZATION, ETC. FOR THE PURPOSE OF HOSTING DISC GOLF TOURNAMENTS. THE CONSIDERATION FOR WHICH ARE THE FOLLOWING TERMS AND CONDITIONS, WHICH BY EXECUTION OF THIS RENTAL AGREEMENT BY THE APPROPRIATE PARTIES, CONSTITUTES A TOTAL CONTRACT OF AGREEMENT BETWEEN THE PARTIES:

1. The daily field rental fee of \$50.00 must be paid to the Parks, Library and Recreation office when signing this contract. This fee entitles the organization or individual(s) to the use of the disc golf course, subject to availability as determined by the Department of Parks, Library and Recreation. The fee will be refunded if the tournament is cancelled at least one week prior to the scheduled date. If the tournament is rained out, and cancelled before preparations have been made, the fee will be refunded or the tournament may be rescheduled for a later date.
2. The Applicant must insure that all trash is picked up and placed in proper containers.
3. Alcohol **is not prohibited** by City Ordinance in City Parks.
4. The Applicant may bring food and beverage for private use. However, no private concessions are allowed.
5. INDEMNIFICATION AND RELEASE PROVISIONS

(a) In consideration for being permitted to use the facilities of the City _____ (Applicant) agrees to indemnify and hold harmless and expressly exempts and releases the City of Sterling, its officers, employees, insurers, and self-insurance pool, 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 or any other kind whatsoever, which arise out of or are in any manner connected with the use of the facilities, whether any such liability, claims, or demands result from the act, omission, negligence or other fault on the part of the City, its officers or its employees or from any other cause whatsoever.

(b) The Applicant further agrees, before commencement of participation by every person participating in this activity, to present a "City of Sterling Participant Information and Release and Indemnification Agreement" form to each participant, namely: the Applicant (if an individual); the Applicant's officers (if an entity), employees, members, invites, groundskeepers, scorekeepers and umpires. No individual

shall be a participant in the activity until executing a form above stated. Such forms will be supplied by the City, which may be duplicated for use by the applicant.

(c) 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 or thereon, the City may bill the Applicant for the full amount of any damage, loss or injury to the facilities or to any property or equipment therein or thereon and, Applicant agrees to promptly reimburse the City of Sterling for all costs associated therewith upon billing by the City of Sterling.

DATE OF TOURNAMENT: _____

TIME OF TOURNAMENT: _____

APPLICANT: _____

APPLICANT ADDRESS _____

APPLICANT'S AUTHORIZED SIGNATURE: _____

PHONE # _____

DATE: _____

FEE AT \$50.00 PER DAY \$ _____

DATE _____

DIRECTOR, PARKS, LIBRARY & RECREATION

RECEIPT #: _____