

**FACILITIES RENTAL AGREEMENT
OSCEOLA MAIN STREET POCKET PARK**

This Facilities Rental Agreement ("Agreement") is entered into this date _____, by and between Osceola Main Street ("Lessor") and _____ ("Lessee"). The parties hereto, intending to be legally bound, and in consideration of the mutual covenants from now on contained, agree as follows:

GRANT

Lessor, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Lessee permission to use the Osceola Main Street Arkansas Pocket Park ("Facility") located at **205 West Hale Street, Osceola, AR 72370** for the _____ ("Event") to be held on _____ (Date).

DATE/TIMES OF PERMITTED USE

Access to the Facility for the Event will begin at _____ and will end at _____.

RENTAL FEE

Upon entering into this agreement, the Lessee must pay the deposit amount plus half of the rental cost. Lessee shall pay to Lessor a rental fee as described below for the use by Lessee of the Facility plus all other charges to be paid by Lessee under this Agreement (the "Rental Fee"). The balance of the Rental Fee shall be paid in full by Lessee within 30 days from the event date by the Lessor.

Rental Description	Deposit	Rental Fee
Short-Term Rental Monday – Thursday (4-Hour Block) Friday – (4-Hour Block from 8:00 – 12:00)	\$200	\$100
Weekend Rental Friday (after 3:00 p.m.), Saturday & Sunday	\$200	\$150

Once the premises have been inspected post-event, any deposit that is due back to the Lessee shall be refunded within five business days of the event.

INSURANCE

Lessee agrees that it shall procure and maintain a policy of commercial general liability insurance (including contractual liability) in an amount not less than \$1,000,000.00 per occurrence at its sole cost and expense. Such insurance policies shall be carried with companies licensed to do business in the state, reasonably satisfactory to Lessor. The Lessor shall be named as a lost payee. They shall be non-cancelable and not subject to material change except after thirty (30) days written notice to Lessor. Lessee shall deliver to Lessor duly executed certificates of insurance upon request. Lessor shall not at any time be liable for damage or injury to persons or property in or upon the Facility.

INDEMNIFICATION

Lessee shall indemnify, defend and save harmless Lessor, its officers, agents, and employees from and against any loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Lessee, its agents, employees, contractors, Lessees, invitees, representatives, in, on or about the Facility. This indemnity shall survive the termination of this Agreement. Lessee hereby releases Lessor from any liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise for any loss or damage to equipment or property of Lessee covered by any insurance then in force.

"AS-IS" CONDITION

Lessee agrees to accept the Facility in its "as-is" condition "with all faults."

ASSIGNMENT AND SUB-LICENSING

Lessee shall not assign any interest in this License Agreement or otherwise transfer or sublicense the Facility or any part thereof or permit the use of the Facility to any party other than Lessee.

TERMINATION

Lessor may terminate this Agreement based upon any one or more of the following events:

A. Failure of Lessee to pay the Rental Fee or any other charges when it is due.

B. Lessee fails to perform any of its covenants hereunder. In any of the events described above, and in addition to any rights and remedies available to Lessor by law or in equity, Lessor may, with or without further notice, forthwith terminate this Agreement and expel and remove Lessee, or any other person or persons in occupancy from the Facility, together with their goods and chattels, using such force as may be necessary in the judgment of Lessor or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any loss or damage which may be occasioned thereby, and repossess and enjoy said Facility, and in addition to any other remedy it may have, Lessor may recover from Lessee all damages it may incur by reason of such breach by Lessee.

INTERFERENCE

Lessee shall use the Facility in a manner which shall not cause interference with the use or occupancy of the other portions of the Property by Lessor or others in any way. Lessee's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon Lessor in maintaining the building.

RESTORATION

If any damage occurs to the Facility, or if any repairs or replacements need to be made to the Facility as a result of Lessee's exercise of its rights under this License, Lessee shall pay Lessor for any such damage, repairs, or replacements upon demand by Lessor.

CANCELLATION

Lessee may cancel this Agreement at any time up to 30 days prior to the Event Date by providing written notice of such cancellation to Lessor, at no cost to Lessee. For cancellations 30 days or less prior to the Event Date, the Lessee will be charged 100% of the Rental Costs and any expenses incurred by the Lessor.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. Any legal actions, claims, or demands shall be handled in a court of competent jurisdiction within the State of Arkansas. Furthermore, the Lessee will promptly comply with any present and future laws, ordinances, orders, rules, regulations, and requirements of the Federal, State, County, or City government or any of their departments, bureaus, boards, commissions, and officials thereof with respect to the premises or the use or occupancy as stated in this agreement.

ADDITIONAL ACKNOWLEDGEMENTS

- The Lessee acknowledges there will not be an employee of Osceola Main Street on the premises of said event. An OMS representative can be contacted at:
 - Office: 870.563.6177 or Cell: 870.375.0722
 - Email: cnorvell@osceolamainstreet.org
- The Lessee agrees to not possess any personal property that could be considered a fire hazard, such as a substance having flammables or explosive characteristics on the premises. Items include but are not limited to candles, gas, gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of liquid, solid, or gas.
- Lessee acknowledges that said premises are Smoke-Free and it is not allowed on the premises.
- Lessee acknowledges that there cannot be anything adhered to the walls.
- Lessee intends to serve alcohol ☐ Yes ☐ No

SIGNATORIES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LESSOR

By: _____ Date: _____
Osceola Main Street

LESSEE

By: _____ Date: _____

By: _____ Date: _____

By: _____ Date: _____

**OSCEOLA MAIN STREET
PRE-EVENT INSPECTION CHECKLIST**

Event Name: _____

Event Date: _____

The Lessee acknowledges that they have examined the condition of the Premises and, by taking possession, acknowledges that they have accepted the Premises in good order and in the current condition.

Present Damages or Repairs:

LesseeSignature:_____Date:_____Time:_____

Contact Number: _____ Email Address:_____

LessorSignature:_____Date:_____Time:_____

Osceola Main Street

**OSCEOLA MAIN STREET
POST-EVENT INSPECTION CHECKLIST**

The Lessor has inspected the Premises and acknowledges the following:

- The Lessee will be refunded their deposit in the amount of \$250.00

Date of Refund: _____

- The Lessee has forfeited their deposit in the amount of \$250.00 for the following reasons:

By: _____ Date: _____

Osceola Main Street