

EXHIBIT A

SPECIAL EVENT/USE RULES AND REGULATIONS

I. Reservations/Fees/Deposits/Refunds/Cancellations:

1. Reservations:

- a) Facilities, Pavilions, Motor Sports Arena, Fair Grounds, and designated Park Areas are generally available for rent seven (7) days per week from 12:00 p.m. (Noon) to 12:00 a.m. (midnight) (with the exception of maintenance and special events), January through December. Unless specifically approved in writing by the Director of Parks and Recreation or his/her designee.
- b) Reservations are made on a first-come, first-served basis and may be booked one (1) year in advance. Reservations for most Special Event/Use Permits shall be made at least sixty (60) days prior to scheduled date. No oral agreements for use of the Facilities, Pavilions, Motor Sports Arena, Fair Grounds, and/or designated Park Areas (herein called "Park Property") shall be valid. Dates will not be "reserved" and reservations are not confirmed until the Agreement is completed and signed by the Lessee and received by the Parks and Recreation Department and all appropriate fees have been paid.
- c) Lessee must be twenty-one (21) years of age to rent the Park Property and must be on-site during the Activity. Youth activities (Those under the age of twenty-one (21), **MUST** have adequate chaperones of one (1) adult per ten (10) youths. A detailed list of chaperones will be required at least one (1) week prior to the scheduled rental date. Failure to comply could result in the forfeiture of the Activity.
- d) Groups and/or organizations seeking the Non-Profit classification must show Confirmation of their agency or organization's non-profit status, which may be found at the Missouri Secretary of State's website – www.sos.mo.gov/BusinessEntity/soskb/csearch.asp (Religious organizations or educational institutions not required to register with the State must provide documentation of their tax-exempt status – IRS determination, articles of incorporation, or audited financial statements.)
- e) The City reserves the right to postpone, cancel or delay any Rental of the Park Property.
- f) Use of Park Property is non-transferable and no sublet shall be initiated by the Lessee.

2. Fees and Deposits:

- a) Any reservation for which a rental fee is involved, the rental fee must be paid in advance of Activity. Additional charges may be assessed for property damages and extended occupancy periods. Lessee shall pay all charges in excess of the deposit

within a reasonable amount of time once damage estimates have been made. If Lessee violates any of the terms or conditions of the Agreement, the City shall have the right to immediately terminate without notice or refund, and the City may pursue all of its rights and remedies at law or in equity including, without limitation, the right to recover court costs and attorney fees.

- b) Lessee agrees to pay the sum of fifty percent (50%) of said Rental amount, which Lessee agrees constitutes as a non-refundable security deposit (unless cancelled in writing sixty (60) days prior to the scheduled Activity) at the time of reservation for the Rental of the Facility for the Activity.
- c) Lessee agrees to pay the sum of the remaining fifty (50%) of said Rental amount, which Lessee agrees constitutes as a non-refundable fee one (1) week prior to the Activity for the remaining balance owed for the Rental of the Park Property.
- d) Lessee agrees to pay the City a damage deposit in the amount indicated on the Agreement which Lessee agrees constitutes as a refundable fee (Provided Lessee has satisfied all requirements set forth in the terms and specified.) one (1) week prior to the scheduled Activity.
- e) If paying by check, Lessee shall pay all fee and/or deposit no later than thirty (30) days prior to the scheduled Activity.

3. Refunds and Cancellations:

- a) Refunds of fees/deposits require advance written notice of cancellations sixty (60) days or more prior to the scheduled Rental date. Advanced payments may be credited to future date, as long as the schedule permits the Activity to be rescheduled within the same calendar year. Cancellation notice of less than sixty (60) days of the scheduled Activity will result in forfeiture of all Rental fees/deposits.
- b) Approval of the Agreement will be granted with the understanding that the City reserves the right to cancel the Agreement, with or without notice, and refund all monies paid in the event the Facility becomes unavailable because of some physical and/or hazardous condition.
- c) **Refunds will not be issued due to a weather situation**, as it will be the responsibility of the Lessee to make provisions for severe weather.
- d) Any unused portion of the damage deposit may be refunded to the Lessee after the Activity. However, the damage deposit may be held at the discretion of the City for any period of time necessary to determine the full extent of damages. If there are no damages or rules/regulation violations, the City shall refund any amount due within thirty (30) days after scheduled Activity.
- e) If Lessee violates any of the terms or conditions of the Agreement, the City shall have the right to immediately terminate the Rental without notice or refund, and the City may pursue all of its rights and remedies at law or in equity including, without limitation, the right to recover court costs and attorney fees.

II. General Information/Rules:

1. **Park Rules:** All Park Rules and Regulations apply during Rental of the Facility.

2. **Park Property Use:**

- a) Occupancy is limited to the amount indicated on the Agreement.
- b) Rental of Park Property **ONLY** includes the exclusive use of the said area/location indicated on the Agreement. The Rental **DOES NOT** include exclusive use of other areas of the park that are not indicated on the Agreement (pavilions, outside restrooms, playground(s), athletic fields, sand volleyball courts, basketball courts, tennis courts, skate parks, trails, and/or park grounds); nor does it give the Lessee or guest special privileges in any other part of the park.
- c) The use of amusement rides, inflatables, games, booths, activities, portable barbeque pits, bands and/or DJ's etc. **ARE PROHIBITED**, unless specifically approved by a Special Use Permit issued and signed by the Director of Parks and Recreation or his/her designee.
- d) The Park Property may not be used for the operation of camps, day care, classes, or any other business activity, unless specifically approved in writing by the Director of Parks and Recreation or his/her designee.
- e) No open parties or events are allowed. No admission or other fees may be collected on the premises, unless specifically approved in writing by the Director of Parks and Recreation or his/her designee.
- f) If bringing in outside (Catered) food and beverages, the Lessee must make proper arrangements to have them delivered, unloaded, loaded and picked up. All food and beverages may only be brought in and picked up during said Rental period. All items **MUST** be removed from the premises prior to the end of said Rental time. The selling of food and/or beverages **IS PROHIBITED**, unless specifically approved in writing by the Director of Parks and Recreation or his/her designee.
- g) Lessee will be held responsible for all cleanup/takedown, and all damages to the Park Property and/or park during the scheduled Rental resulting from their usage.
- h) At no time shall furniture or fixtures be removed from premises without prior approval from the Director of Parks and Recreation or his/her designee.
- i) No decorative or other materials shall be nailed, tacked, stapled, screwed, to any part of the Facility (Structures, tables, trash receptacles, etc.) without special permission in writing from the Director of Parks and Recreation or his/her designee. Any individual/group using the Facility agrees to leave the premises in as good of condition as it was prior to their usage.
- j) The use of glitter and/or confetti is prohibited.
- k) Grilling must be confined to dedicated park grills. Hot coals must be cooled or doused with water after use. Disposing of coals on grass, at the base of a tree or at any other

location is strictly prohibited. The use of portable barbeque grills/pits are prohibited, unless specifically approved by a Special Use Permit issued and signed by the Director of Parks and Recreation or his/her designee.

- l) All equipment and decorations used in conjunctions with a Rental at a Park Property must be free standing. Anchoring equipment and/or decorations is not allowed. Any equipment needed for the Rental must be provided by the Lessee and/or rented from a private source.
- m) The City shall assume no responsibility for any property placed on or in the Park Property or other park facilities and grounds. Further, the City is released and discharged from any and all liability for loss, injury, or damage to persons or property that may be sustained by the use or occupancy of the Park Property, park facilities and grounds.
- n) Some of the parks have underground irrigation/sprinkler systems and utilities. To protect the irrigation lines and utilities, driving stakes, fence posts, flags, etc. IS PROHIBITED, unless specifically approved by a Special Use Permit issued and signed by the Director of Parks and Recreation or his/her designee.
- o) All vehicles/equipment must remain in designated parking areas at all times. The use and/or placement of vehicles/equipment on sidewalks and/or grass areas within the park are strictly PROHIBITED.
- p) There will be an additional charge if a park employee is called out after regular business hours.
- q) Lessee MUST have a copy of the Agreement with them at the time of the scheduled Rental of the Pavilion.
- r) If Lessee violates any of the terms or conditions of the Agreement, the City shall have the right to immediately terminate the Rental without notice or refund, and the City may pursue all of its rights and remedies at law or in equity including, without limitation, the right to recover damages, court costs and attorney fees.

III. Facility Information/Rules:

1. General

- a) The use of any open flame (including candles, cigarettes, cigars, pipes, etc.) are Prohibited in the Facility.
- b) Animals are prohibited in all Facilities, unless approved in writing from the Director of Parks and Recreation or his/her designee.
- c) The placement of equipment (i.e. risers, platforms, tables, chairs, gazebos, arches, alters, speakers, bars, etc.), IS PROHIBITED outside of the Facility, unless specifically approved by a Special Use Permit issued and signed by the Director of Parks and Recreation or his/her designee.

- d) Keys for the Facility must be picked up at the Parks and Recreation Office on the day of your rental. If your rental is on a Saturday or Sunday, you must pick up your keys the Friday before your rental. The Parks Office is not open on weekends or holidays. The key(s) must be returned to the Parks Office, 1220 S. Lakeshore Drive, by 8:00 am the following day of your rental. There is a yellow key drop box on the east side of the Parks Office. If the key(s) is lost, the Lessee will be responsible for the cost of the new lock(s) and key(s).

IV. Pavilion Information/Rules:

1. General

- a) At no time shall furniture or fixtures be moved, removed or rearranged without prior approval from the Director of Parks and Recreation or his/her designee.
- b) The Lessee is responsible for the clearing off of all tabletops and the taking down of any and all decorations (the use of glitter and/or confetti is prohibited).
- c) If applicable, the Lessee shall be responsible for turning on/off the Pavilion lights and return the key after usage. (See key usage agreement).
- d) Keys for the Pavilion lights must be picked up at the Parks and Recreation Office on the day of your rental. If your rental is on a Saturday or Sunday, you must pick up your keys the Friday before your rental. The Parks Office is not open on weekends or holidays. The key(s) must be returned to the Parks Office, 1220 S. Lakeshore Drive, by 8:00 am the following day of your rental. There is a yellow key drop box on the east side of the Parks Office. If the key(s) is lost, the Lessee will be responsible for the cost of the new lock(s) and key(s).

V. Motor Sports Arena Information/Rules:

- a) If applicable, the Lessee shall be responsible for turning on/off the Motor Sports Arena lights and return the key after usage. (See key usage agreement).
- b) All vehicles/equipment must remain in designated parking areas at all times. The use and/or placement of vehicles/equipment on sidewalks and/or grass areas within the park are strictly PROHIBITED.
- c) The dirt area between the concrete barricades must be regraded to eliminate low areas and allow proper drainage.
- d) Lessee shall remove everything from the grass and dirt areas (tires, sheet metal, glass, trash, debris, etc.).
- e) Lessee shall erect a temporary fence around the perimeter of the outfield of Barklage Field to keep participants, vendors, users, etc. off the playing field.
- f) Keys for the Motor Sports Arena lights/gates must be picked up at the Parks and Recreation Office on the day of your rental. If your rental is on a Saturday or Sunday, you must pick up your keys the Friday before your rental. The Parks Office is not open on weekends or holidays. The key(s) must be returned to the Parks Office,

1220 S. Lakeshore Drive, by 8:00 am the following day of your rental. There is a yellow key drop box on the east side of the Parks Office. If the key(s) is lost, the Lessee will be responsible for the cost of the new lock(s) and key(s).

VI. Fair Grounds Information/Rules:

- a) If applicable, the Lessee shall be responsible for turning on/off the Fair Ground lights and return the key after usage. (See key usage agreement).
- b) All vehicles/equipment must remain in designated parking areas at all times. The use and/or placement of vehicles/equipment on sidewalks and/or grass areas within the park are strictly PROHIBITED.
- c) The dirt area between the concrete barricades must be regraded to eliminate low areas and allow proper drainage.
- d) Lessee shall remove everything from the grass and dirt areas (tires, sheet metal, glass, trash, debris, etc.).
- e) Lessee shall erect a temporary fence around the perimeter of the outfield of Barklage Field to keep participants, vendors, users, etc. off the playing field.
- f) Keys for the lights/gates must be picked up at the Parks and Recreation Office on the day of your rental. If your rental is on a Saturday or Sunday, you must pick up your keys the Friday before your rental. The Parks Office is not open on weekends or holidays. The key(s) must be returned to the Parks Office, 1220 S. Lakeshore Drive, by 8:00 am the following day of your rental. There is a yellow key drop box on the east side of the Parks Office. If the key(s) is lost, the Lessee will be responsible for the cost of the new lock(s) and key(s).

VII. Conduct/Behavior:

- a) The City through its representatives, agents, and employees, reserves the right to control all Activities at the Pavilion, park, facilities, and grounds and to eject any person(s) who is objectionable and causes disfavor to the rules and regulations.
- b) The City through its representatives, agents, and employees, may revoke any Agreement previously granted at any time if it is determined that the application for permit contained any misrepresentation or false statement, or that any condition set for the in the policies governing the Agreement is not being complied with, or that the safety of the guest/participants in the Rental of the applicant or other patrons of or visitors to the Facility is endangered by the continuation of such activity.
- c) Lessee, its agents, servants, employees, assigns, successors, invitees, and licensees at all times agree to fully abide by City rules and regulations.
- d) Lessee is responsible to see that all Activities are properly controlled; all rules are enforced, and must have a designated person(s) of authority on site at all times.

- e) Lessee agrees that he/she will, to the extent possible, take every action necessary to prevent any and all disorderly or boisterous conduct or immoral practices of any kind and/or about the premises by its agents, servants, employees, assigns, successors, invitees, and licensees.
- f) The proposed Rental or use is not to reasonably anticipate inciting violence, crime or disorderly conduct.
- g) The proposed Activity or use will not entail unusual, extraordinary or burdensome expense, police and/or maintenance operation by the City.

VIII. Abusing Policies. The Director of Parks and Recreation and his/her designee reserve the right to effuse any groups the privilege of Renting the Park Property due to abusing policies of the Park Property, Park or City. In addition, any individual/group charged with a second occurrence of abuse may be barred from making any further reservations. If Lessee violates any of the terms or conditions of the Agreement, the City shall have the right to immediately terminate without notice or refund.

IX. Complaint Process

Complaints received by the Washington Parks and Recreation Department relating to special events held in City parks will be tallied as to the nature of the complaint and sent to the Lessee at the conclusion of the event. If complaints are of substantial nature, the designated Parks representative will make every effort to contact the Lessee to resolve the situation immediately.

Complaints requiring action by the Washington Parks and Recreation Department will be referred to the appropriate staff liaison for citizen's concerns as well as reported to the designated Parks representative for follow up.

X. Security:

The City is not responsible for restricting access during Activities. In some cases, the Lessee will agree to employ at their sole expense, police and/or security officers to be present at least thirty (30) minutes prior to the beginning of the Activity, during the entire Activity, and up to thirty (30) minutes thereafter. The City reserves the right to and shall have the authority to stipulate a reasonable number of police and/or security officers which it deems to be necessary for a particular Activity so as to insure the safety of the public, the premises and the Facility at all times during which the Facility is used and occupied by Lessee, or by persons authorized by Lessee.

XI. Set Up:

When scheduling an event, be sure to schedule ample set-up and take-down time. The event rate will be tripled for every day the Lessee is in the park for set-up or take-down which was not on the original permit. If this time extension causes the Washington Parks and Recreation Department to reschedule maintenance activities, the event will be billed for an additional operating costs incurred by the rescheduling.

Designated City Representative will direct Lessees or those acting on their behalf, which move in early to cease set-up remove anything already set-up immediately. Charges shall accrue from the date the first piece of equipment is moved in (i.e. dumpsters, bleachers, stages, etc.). In the event that an early move-in date is negotiated in lieu of immediate removal of already moved-in equipment, the triple charge will then apply to any day that is prior to this negotiation.

- a) Lessee may load in and shall have use of the Park Property to decorate etc. no earlier than 12:00 p.m. on the date of the Activity, unless specifically approved by the Director of Parks and Recreation or his/her designee.
- b) Lessee will be responsible for setting up and arranging all tables and chairs.

XII. Clean Up:

- a) Lessee must load out and shall vacate the premises no later than 12:00 a.m., unless specifically approved by the Director of Parks and Recreation or his/her designee. Any items left will result in an additional day rental charge.
- b) Tables/Chairs – Lessee is responsible for cleaning off all tables and chairs.
- c) Decorations – Lessee is responsible for taking down and cleaning up all decorations.

XIII. Personal Property: Lessee must remove all personal property/equipment (i.e. lighting, audio/visual, tables, chairs, etc.). This includes personal property owned by the Lessee, as well as property borrowed or leased. If available, Lessee may rent the use of a storage room to store equipment overnight.

XIV. Trash/Garbage: While the Washington Parks are equipped with trash containers, these are generally inadequate for large events. Lessee is responsible for providing additional temporary trash containers and recycling containers for the event. Lessee must provide one (1) trash can and one (1) recycling container for every one hundred twenty-five (125) people, estimated attendance.

Lessee is also responsible for the collection and removal of all garbage, litter, and debris created by the event. This includes all garbage, litter, and debris placed in park trash cans and temporary containers in and around the event area. General cleanup of grounds and the removal of all garbage, litter and debris created by the event must be done on an ongoing basis during the event, with complete removal at the end of each day, and at the end of the event by placing all garbage, litter, and debris in the designated drop boxes.

Removal of garbage, litter and debris, temporary containers, and general park clean up around the event area should occur immediately after the actual event, and be completed within the scheduled permit time. Lessee shall provide a three (3) yard drop box for every 250 people, estimated attendance. Placement of all temporary drop boxes should be arranged with the designated Park Representative. The Lessee is responsible for

securing all temporary drop boxes with a lock during the event. In all Washington Parks, Lessees are required to "pack their garbage and debris out."

Grease must be carried off site and disposed of properly. Waste containers can be obtained from Vendors who provide trash receptacles and dump boxes. Dumping of grease in manhole outlets, storm drains, or trash and recycle containers is prohibited.

XV. Permits & Inspections

It is the Lessees responsibility to comply with all City, State, and County requirements when planning, staging their event. Below are some of the permits and/or inspections that may be required.

XVI. Permit Review

Washington Parks and Recreation Department reserves the right to request assistance from other departments during the review of Special Event/Use Applications. This may include Washington Police, Fire, Finance, and the Planning and Public Works Departments; Franklin County Department of Health, Public Works, and Highways and Traffic; and Missouri Department of Transportation.

XVIII. Turf/Landscaping Renovation

All events that damage turf and landscaping areas, will be charged a fee to totally restore the turf/landscaped area to its original condition. Selection of required turf grass seed/sod and plant material will be at the discretion of the Washington Parks and Recreation Department.

XIX. Music/P.A. System

Permission may be granted to have music and/or to use a PA system throughout the event. Washington Parks and Recreation Department approval is based on the park location with respect to the neighborhood, the time of day requested, and the length of the use. Lessee is responsible for obtaining noise permits, keeping noise levels within the allowed levels and terminating the music at the approved time. Lessee must provide proof of approval/permit from the appropriate entity/agency prior to release of the usage permit.

XX. Flagging of Irrigation & Utilities

Any installation of tents, canopies, stages, fencing, or anything which requires stakes to be placed in the ground will require that the irrigation and utility lines be flagged. It shall be the responsibility of the Lessee at his/her costs to locate and flag all public and private utilities and irrigation. Lessee will be responsible for all damages caused to underground utilities/irrigation by stakes.

XXI. Limited or Controlled Access

- a) All fencing and/or barriers used to secure the area shall be supplied by the Lessee. Locations of barriers, fencing, and other fixtures must be shown on the site plan and submitted to the designated City representative.
- b) All fencing and barrier placement requires approval of the designated Parks and Recreation representative. The Washington Parks and Recreation Department requires a minimum of ten (10') feet of unobstructed exit on at two (2) opposing sides of the event.

XXII. Fencing

- a) All fencing used in Washington Parks, facilities, trials shall be self-supporting. If stakes are put into the ground, the Lessee at his/her costs shall be responsible to locate and flag all public and private utilities and irrigation, and the designated City representative must approve stake(s) location. Lessee will be responsible for all damages caused to underground utilities/irrigation by stakes.
- b) When fencing is allowed, fencing may be erected a maximum of twenty-four (24) hours prior to the start of the event and all gates must remain open except during actual event hours. Fencing must be taken down within twenty-four (24) hours of the completion/conclusion of the event. The event opening and closing does not include set-up and take-down days, but is limited to the days that the public is actually attending the event.
- c) No event shall block the public's access to a park by putting fence or any other barrier across public walkways or restricting movement from one side of the park to the other via public sidewalks. Events do not have permission to control public walkways. No booths, tables, signs or private security should be on the public walkways except by written permission of Washington Parks and Recreation Department and issued as part of the official permit for the event.
- d) When fencing is allowed public entries into the event must be a minimum of ten (10') feet wide and free of all obstructions.

XXIII. Utilities

- a) Many Washington Parks are equipped with potable water. If available, additional access may be provided for a fee.
- b) Some Washington Parks are equipped with 110V/20A power. This power is similar to a household outlet. Most major sound systems and concession equipment etc. exceed these specifications. Additional power or small generators may be brought into most parks. With prior approval from the Director of Parks and Recreation and his/her designee, the Lessee may be permitted to make arrangements with a licensed electrician to bring in additional power. Lessee will be responsible for making all arrangements and paying all costs of additional power.
- c) Most Washington Parks are equipped with adequate lighting; however, if additional lighting is needed, additional portable lighting may be brought into most parks. The

Lessee is responsible for making all arrangements and paying all costs of additional lighting. In addition, generators for lighting may require a noise permit. Check with Park Staff to determine power availability.

XXIV. Restrooms

While Washington Parks are equipped with restroom facilities, these are generally inadequate for large events. As such, there must be one (1) toilet/urinal for every one hundred twenty-five (125) people, estimated attendance. If the estimated attendance is greater than that of the toilets/urinals on site, the Lessee must provide one (1) portable restroom for every one hundred twenty-five (125) people, estimated attendance. Please be aware that if you provide one (1) portable restroom, it must be ADA approved. If you provide more than one (1), then 5% of the restrooms must meet ADA requirements. Washington Parks and Recreation Department may require the Lessee to have an ADA site plan review.

XXV. Vehicle Access

- a) **Vehicles on Grass:** Vehicles will not be allowed on the turf grass areas except for designated turf parking areas.
- b) **Vehicle Passes:** All vehicles regardless, of their use, must have a Washington Parks and Recreation Department pass showing in the front windshield when in the Fair Grounds. Vehicles without a Washington Parks and Recreation pass may be cited and towed at the owner's expense with no additional warning.
- c) **Vehicle Passes for Trailers:** Trailers, unless the cab has been removed from the site, are considered to be vehicles and the vehicles must have a valid vehicle pass.
- d) **Trailers on the Site Plan:** Trailers, which have been dropped (no engine or ability to move unless hooked up to an off-site cab) must be shown on the site plan and will not require a vehicle pass. Trailers (no engine or ability to move) will be treated the same as a tent/canopies and will be assessed renovation points at the tent rate. (See Site Plans).
- e) **Drip Pans:** All trailers and vehicles, which are a part of the event, as shown on the site plan, must have drip pans placed to protect the ground from oil and grease.
- f) **Emergency Vehicles:** Emergency vehicles (police, fire, or ambulance) on site to handle emergencies are exempt from these fees. If the vehicle is a part of a display, they will be treated as any other vehicle and must have a vehicle permit.

XXVI. Trails

Permission may be granted under certain circumstances for organizations/groups to utilize City trails for a run, walk or bike ride.

XXVII. Public Streets

Any event which utilizes public streets or sidewalks for a parade, run, walk, bike ride, or procession of any kind and/or festival will require a special event/use permit from the City, and if utilizing county or state roads you would need to contact Franklin County Department of Highways and Traffic, and Missouri Department of Transportation. Lessee must provide proof of approval/permit from the appropriate entity/agency prior to release of the usage permit.

XXVIII. Amusement Devices/Rides

Permission may be granted to have amusement devices/rides as part of an event in certain parks; however, all amusement devices/rides shall be placed on approved surface areas only. Lessee will be responsible for obtaining all necessary permits and inspections, and must provide proof of approval/permit from the appropriate entity/agency prior to release of the usage permit.

XVIX. Booths

Permission may be granted to allow booths as part of an event in certain parks; however, all booths shall be placed on approved areas only.

XXX. Laws and Ordinances: All individuals/groups using the Park Property shall comply with all laws whether they are federal, state, county or local to include all ordinances of the City of Washington and all rules, regulations and requirements of the Police and Fire. Fire lanes must remain clear at all times. Any individual/group using Park Property shall agree to abide by and conform to all rules and regulations which may be adopted from time to time. Included would be any and all alterations that might be imposed on the operational hours and utilization policies.

XXXI. Lessee's Release and Hold Harmless. In consideration of being permitted to Rent the Park Property for the Activity, the Lessee agrees as follows:

"No liability either express or implied, will be incurred by the City, its agents, servants, and employees, arising out of the use of the Park Property by Lessee, its agents, servants, employees, assigns, successors, invitees and licensees, during the date and time specified in the Agreement. Lessee agrees to indemnify and save harmless the City, its agents, servants, and employees, from and against any and all liability for damages arising from injuries to persons or damage to property occasioned by any negligent acts or other omissions of Lessee its agents, servants, and employees, including any and all expense, legal or otherwise, which may be incurred by the City or its agents, servants, and employees, in defense of any claim, action or suit, irrespective of any claim that an act, omission or negligence of the City or its agents, servants or employees contributed to such injury or damage."

ALL SPECIAL EVENT/USE RULES ARE SUBJECT TO THE DESCRETION OF THE CITY. THE CITY RESERVES THE RIGHT TO MODIFY OR WAIVE ANY RULES AS IT DEEMS NECESSARY AND IN THE BEST INTEREST OF THE CITY.

FAILURE TO COMPLY WITH SPECIAL EVENT/USE RULES AS WELL AS THE CITY'S PARK, FACILITY, AND/OR PAVILION RULES AND REGULATIONS MAY RESULT IN THE CANCELLATION OF THE ACTIVITY, FORFEITURE OF ALL FEES/DEPOSITS, AND FORFEITURE OF THE RIGHT TO USE PARK PROPERTY IN THE FUTURE. PERMITS ARE REVOCABLE AT ANY TIME FOR VIOLATION OF RULES, ORDINANCES, FEDERAL, STATE, COUNTY OR LOCAL LAWS.