

RESOLUTION NO. 07-2025

A RESOLUTION IMPLEMENTING THE RULES AND REGULATIONS OF THE
DIAMOND CITY PARKS AND RECREATION RENTAL AGREEMENT

BE IT ORDAINED BY THE CITY COUNCIL OF DIAMOND CITY, ARKANSAS, THAT:

WHEREAS, it is the intention of the City of Diamond City to provide for and protect the health, safety and welfare of the citizens of Diamond City; to promote the use of the public parks in Diamond City in a safe and orderly manner; and to maintain proper rules and regulations to maintain the parks and provide healthy outdoor activity, and

WHEREAS, The Diamond City Parks and Recreation Committee is entrusted by the public with the responsibility of managing the Diamond City park properties for the enjoyment of all persons, and

WHEREAS, The Park System offers opportunities for a broad range of public uses including public and private events, and

WHEREAS, the Parks and Recreation Board has submitted a document outlining an Agreement Between the City and Users of the City Parks including appropriate use of the parks; and

WHEREAS, it is understood that the document maybe amended as determined by the Parks and Recreation Board and approved by the City Council;

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF DIAMOND CITY, ARKANSAS, that the attached document be adopted as Diamond City Parks and Recreation Rules and Regulations for Use of the Public Parks in Diamond City.

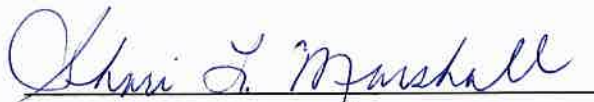
Adopted this 23rd day of September, 2025

City of Diamond City, Arkansas

6 Yes 0 No 0 Absent _____



Jacob Glidewell, Mayor



Shari L. Marshall, Recorder



Diamond City Parks and Recreation Rules and Regulations for Park Use and Rentals

Review this agreement thoroughly before signing it. Failure on your part to comply with all rules, regulations and policies set forth in the Agreement may result in immediate termination by Diamond City Parks and Recreation before or during your event and forfeiture of all Costs and deposits made.

Special Events held in Diamond City Public Parks must comply with specific guidelines and permit conditions.

Event And Park Costs- Diamond City Parks and Recreation will calculate all charges and costs including damage and provide an invoice to renter. Rental cost is \$100plus a refundable damage charge of \$50 as part of the deposit. If no damage is found, the \$50 will be returned to the Renter within 4 weeks following the event .The permit cost of \$150 is required if money is exchanged (tickets sold). Large events necessitate an additional \$250 deposit for electricity and cleaning.

Food Trucks- Food trucks are permitted under the following conditions:

- i: Food trucks may locate in areas designated by Parks and Recreation.
- ii: Food trucks may not locate in the same area that is actively being served by a contracted concessionaire.
- iii: Food trucks and sales of items other than food may be approved by the Parks and Recreation through the special event permit process.

This Agreement is between the renter identified below (Renter) and Diamond City Parks and Recreation. The rules and regulations attached are incorporated and made part of this Agreement.

1. Event Date _____ Park Requested _____

Hours of Rental: _____ to _____ Fun Park

Hours of Event: : _____ to _____ Event Park

2. Renter and/or Event Coordinator

Name: _____

Address: _____

Primary Phone: _____ Email: _____

If Renter is an entity, provide name of contact person:

3. Event

Description of Event: _____

Is the Event public or private? _____

4. Number of Attendees: _____

5. Event Activities

The following activities (such as catering, music, etc..) will take place during this event:

6. Cancellation Policy: Cancellation of rentals of less than 2 weeks to rental date will forfeit all rental Costs.

7. Failure to Comply With Agreement

in the event of any failure by Renter to comply with this Agreement and the attached Rules and Regulations or any damage or loss to Diamond City including:

- (i) damage to grounds or foliage;
- (ii) damage to city property of any kind;
- (iii) theft;
- (iv) use of grounds or facilities in excess of agreed-upon hours of use,

It will be at Diamond City Parks and Recreation's sole discretion to terminate Renter's event at any time, and retain all or a portion of the damage deposit and charge renter for any cost above the damage deposit.

INDEMNIFICATION

Renter hereby agrees to assume all risks for loss, damage, liability, injury, cost, or expense that may arise during or be caused in any way, in whole, or in part, by Renter's use or occupancy of any of the Diamond City's facilities rented herein and surrounding property. Furthermore, Renter hereby agrees, at Renter's sole expense, to indemnify, defend and hold Diamond City and /or its officers, employees, and volunteers free and harmless from any loss, claim, liability, damage, cost (including reasonable attorney's Costs), and /or injury to persons and property that in any way may be caused in whole or in part, by or occurring during Renter's use or occupancy of said properties and /or facilities.

Renter has carefully read this entire Agreement and agrees to abide by all its terms, including those set forth in Rules and Regulations attached hereto. Renter understands that no terms are binding and no date has been committed until Renter has received a copy of this Agreement signed by official designee of Diamond City Parks and Recreation, and Renter has paid the initial rental payment of 50% of total rental Cost.

Renter: _____

Signature: _____ Date: _____

Diamond City Parks and Recreation:

By Office Personnel

Signature: _____ Date: _____

Rules and Regulations for Use of Diamond City Parks

1. Renter must follow and abide by all city, state and federal laws.
2. Alcohol is not permitted on premises.
3. Marking on trails or sidewalks is strictly prohibited.
4. No firearms on the premises unless given express permission
5. No smoking on or near the premises. Designated smoking areas are to be used.
6. Special event forms must be completed and submitted to Parks and Recreation no later than 14 days prior to the event. Events will be reviewed and approved on a case-by-case basis based on many circumstances including but not limited to: Park schedule, Type/ size of event, Impact on other park or trail users.
7. We reserve the right to deny rental or reservation for a recreation service that is in direct competition or duplication of service that conflicts with City Park and Recreation program offerings or affiliated youth and adult associations.
8. The size of the event cannot exceed the number of parking spaces in the selected park facility. Vehicles shall only park in designated areas. Overflow parking shall only be allowed at special events where either the event coordinator or Parks and Recreation staff are supervising the event. Renter is responsible for monitoring parking of the event and assuring vehicles are not parked on the grass unless so designated.
9. No person shall construct or erect any building or structure of any kind whether permanent or temporary in nature. No person shall run or string any public service utility into, upon, or across grounds unless a special written permit has been obtained from Parks and Recreation and Diamond City.

Initial _____