

RESOLUTION NO. 2021-38

**A RESOLUTION AUTHORIZING THE CITY OF OSCEOLA, ARKANSAS, TO
ACCEPT AND APPROVE THE FACILITIES RENTAL AGREEMENT FOR THE
COSTON FINE ARTS CENTER; AND FOR OTHER PURPOSES**

WHEREAS, the City of Osceola, Arkansas, desires to provide for the appropriate use, operation, and rental of the **Coston Fine Arts Center** for community, civic, cultural, educational, and other approved activities; and

WHEREAS, the City has developed a **Facilities Rental Agreement** establishing the terms, conditions, responsibilities, fees, rules, and requirements applicable to individuals, organizations, and other entities renting or using the Coston Fine Arts Center; and

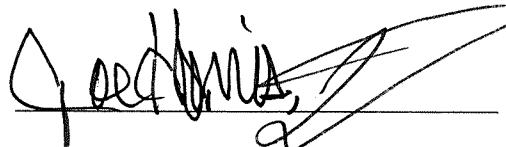
WHEREAS, the Osceola City Council has reviewed the Facilities Rental Agreement and finds that adopting and approving the agreement is in the best interest of the City and will assist in protecting City property while providing for the orderly and responsible use of the facility; and

WHEREAS, the City Council desires to formally accept and approve the Facilities Rental Agreement and authorize its implementation.

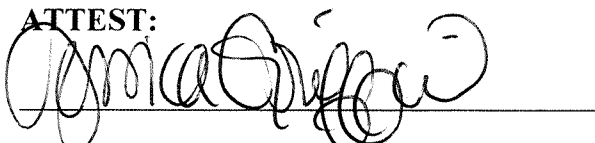
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
OSCEOLA, ARKANSAS NOW THEREFORE, BE IT RESOLVED BY THE CITY OF
OSCEOLA, ARKANSAS THAT THE**

Mayor is hereby authorized to execute the Facilities Rental Agreement on behalf of the City and to execute such other documents as may be reasonably necessary.

PASSED AND APPROVED THIS 21st DAY OF SEPTEMBER 2026.



Joe Harris Jr., Mayor

ATTEST:


Jessica Griffin, City Clerk

**FACILITIES RENTAL AGREEMENT
CITY OF OSCEOLA
COSTON FINE ARTS CENTER**

This Facilities Rental Agreement ("Agreement") is entered into on this date, _____, 202_, by and between City of Osceola ("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 Coston Fine Arts Center ("Facility") located at **215 West Hale Street, Osceola, AR 72370** for the _____ ("Event").

DATE/TIMES OF PERMITTED USE

Access to the Facility for the Event will begin on _____, _____, 202_, and will end at the end of the day on _____, 202_.

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 to the Lessor.

Rental Description	Deposit	Rental Fee
Rental (24 hours)	\$500	\$1000

Once the premises have been inspected post-event, any deposit due to the Lessee shall be refunded within 5 business days of the event.

Unless otherwise agreed, the keys and the pre-inspection notice will be picked up between 12:00 p.m. and 4:00 p.m. on the day, prior to the start of the event. If the Lessee fails to pick up between the stated times and no other arrangements are made, the Lessee will forfeit their deposit.

Unless otherwise agreed, the key drop-off and the post-inspection notice will be on day following the event, between 8:00 am. – 12:00 p.m. on the day after the event. If the Lessee fails to bring the keys back and no other arrangement is made, the Lessee will forfeit their deposit.

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, A+ rated, and 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 SUBLICENSING

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 because of such breach by Lessee.
- C. Lessee fails to adhere to the guidelines that are stated in this agreement

INTERFERENCE

Lessee shall use the Facility in a manner that shall not cause interference with the use or occupancy of the other portions of the Building 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 City of Osceola on the premises of said event. Please contact us at:
 - Cell: 870.563.5245
 - Email: JStanford@osceolaar.gov
- The Lessee agrees to not possess any personal property that could be considered a fire hazard, such as a substance having flammable 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. Initial: _____
- Lessee acknowledges that said premises are Smoke-Free and it is not allowed on the premises. Initial: _____
- Lessee acknowledges that there cannot be anything adhered to the walls or fixtures. Initial: _____
- Lessee acknowledges that failure to pick up and drop off keys as stated in this agreement will result in a forfeiture of their deposit. Initial: _____
- Lessee acknowledges that the occupancy for the Coston Building is 75 people inside the premises. If at any point the Lessee does not maintain this and more than 75 people are on the premises, the event will be immediately canceled, and the deposit will be forfeited. Initial: _____
- Lessee has completed and has furnished approved Event Form from the Osceola Police Department. Initial: _____
- Lessee intends to serve alcohol ☐ Yes ☐ No Initial: _____
- Lessee intends to use the following:
Number of Tables: _____ Number of Chairs: _____ Initial: _____

SIGNATORIES

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

LESSOR

By: _____ Date: _____
City of Osceola

LESSEE

By: _____ Date: _____

By: _____ Date: _____

COSTON FINE ARTS CENTER
PRE-EVENT INSPECTION CHECKLIST

Event Name: _____

Event Date: _____

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

Present Damages or Repairs:

Lessee Signature: _____ Date: _____ Time: _____

Contact Number: _____ Email Address: _____

Lessor Signature: _____ Date: _____ Time: _____

CITY OF OSCEOLA

COSTON FINE ARTS CENTER
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 \$500.00

Date of Refund: _____

- ☐ The Lessee has forfeited their deposit in the amount of \$500.00 for the following reasons:

By: _____
City of Osceola

Date: _____