

# Event Rules, Regulations and Waiver

**RESERVATIONS:** All reservations are based on a first come, first serve basis. A \$200 refundable damage/cleaning deposit is required along with a completed, SIGNED, Rental Agreement & Waiver to confirm a date. Refer to Damage/Cleaning Deposit Section below for more information regarding this Deposit. Reservations may be made up to 24 months in advance (rolling 24 months). Rental Agreements are non-transferrable.

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**PAYMENT:**

**Total Rent and Security Fees [where applicable] for the rental period is due in full no later than: \_\_\_\_\_**

All fees for the rental period are required to be paid in full **2 months** prior to the event. Thereafter a 10% Late Fee will be added to the unpaid balance. Any Contract not paid in full 10 days after the due date will be canceled and the deposit forfeited. If there is less than 2 months remaining when the Contract is entered into, then all Rental/Security fees are required to be paid in full at the time the contract is executed.

Payment will be accepted by cash or check only. Credit/Debit cards are not accepted. A proper ID may be required if paying by check. Checks should be made payable to: The City of Weatherby Lake. There will be a \$25 fee for any check returned NSF.

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**CANCELLATIONS:**

The full deposit is refundable up to two (2) months prior to the rental date. NO REFUNDS THEREAFTER, unless environmental factors and/or conditions outside of the reserving person's control made it impractical for a reasonable person to have used the Community Center at the reserved time. Applications for a refund for such reason(s) should be submitted to The City of Weatherby Lake, 7200 NW Eastside Drive, Weatherby Lake, MO 64152. The City will make the determination in its sole discretion as to whether the applicant will be entitled to a refund in such situations. All refunds will be issued in the name of the person signing the Rental Agreement only.

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Initial

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**SECURITY:**

Any event at which alcoholic beverages will be consumed requires the presence of a Weatherby Lake Uniformed Police Officer at a cost of \$25 per hour, with a (4) hour minimum (i.e. \$100.00). No alcohol is permitted to be consumed on the premises until the Police Officer arrives. The Police Officer is required to remain on duty until the building is vacated.

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**DAMAGE/CLEANING DEPOSIT:**

A \$200 refundable damage/cleaning deposit is required for all reservations. Upon conclusion of the rental event, the deposit will be refunded within a reasonable amount of time provided there are no damages to the facility and it has been cleaned in accordance with the clean-up requirements. Please refer to the last page of this agreement [page 8] for specific requirements and instructions.

In the event there are damages that exceed the amount of the deposit, the renter agrees to pay the difference to reimburse the City for actual costs. In the event the renter fails to clean the facility in accordance with the clean-up requirement, the renter agrees to forfeit their deposit in an amount needed to pay an outside cleaning company to restore the facility to a usable condition at the rate of not less than Sixty Dollars (\$60.00) per hour.

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**COMPLIANCE WITH LAWS:**

Renter shall comply with all laws, ordinances and regulations adopted or established by federal, state or local government agencies or bodies.

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**INDEMNITY:**

The City of Weatherby Lake is not responsible for accidents, injury or illness suffered by event participants, or loss of group or individual property. Renter hereby indemnifies and agrees to hold harmless: The City, it's agents, servants, representatives, successors and assigns from all losses, claims, damages, expenses or liabilities of whatever kind or nature, known or unknown, including payment of attorney fees and costs incurred in the defense of such claims, which the Renter or Renter's guests may allege or sustain at the facility or in connection with the Event. Renter accepts the building and equipment in "as is" condition. Renter shall be responsible for the proper conduct of any and all persons attending the event, including any damage to the facility or its furnishings.

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**ATTORNEYS FEES:**

The City shall be entitled to collect its reasonable attorney's fees and costs from the Renter(s) (jointly and severally), including attorneys' fees and costs incurred before and/or after suit may be filed, in the event the City takes any action to collect any fees set forth herein, resulting from breach by Renter(s) of the contract and/or to enforce the terms hereof.

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I have read the above and agree to be bound by these rules and regulations.

X \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date