

No: _____

CITY OF WEATHERBY LAKE
8230 NW Potomac Avenue, Weatherby Lake, MO 64152
COMMUNITY CENTER RENTAL AGREEMENT

RENTER/RESPONSIBLE PARTY: _____

STREET ADDRESS: _____

CITY: _____ ST: _____ ZIP: _____

TELEPHONE: _____ EMAIL: _____

Preferred method of contact [check one] : _____ Call _____ Text _____ Email _____

TYPE OF ACTIVITY: _____ EXPECTED ATTENDANCE: _____

DATE(S) DESIRED:(____)(____)(____) Mon___ Tues ___Wed ___ Thur ___ Fri___ Sat___ Sun___

TIME: (From) _____ (To) _____

Will alcoholic beverages be available at the event? YES _____ NO _____

If so, time alcohol will be served or available: From: _____ To: _____

Security is required to be present while alcohol is available, and must be the last person to leave the building. Alcoholic beverages may not be served to minors.

FULL PAYMENT OF RENTAL FEE AND SECURITY FEE [if applicable] IS DUE BY: _____.

Mail to: City of Weatherby Lake, 7200 NW Eastside Drive, Weatherby Lake, MO 64152

THEREAFTER A 10% LATE FEE WILL BE ADDED TO THE UNPAID BALANCE. ANY CONTRACT NOT PAID IN FULL 10 DAYS AFTER THE DEADLINE WILL BE SUBJECT TO CANCELTION AND THE DEPOSIT FORFEITED. IF THIS CONTRACT IS EXECUTED LESS THAN 2 MONTHS PRIOR TO THE EVENT DATE, FULL PAYMENT IS DUE AT THE TIME OF SIGNING.

The undersigned does hereby acknowledge that he/she has read the Rules, Regulations & Waiver pertaining to the Community Center, and further agrees to abide by such as a condition of this Contract. Further, the undersigned agrees to hold the City of Weatherby Lake harmless from any incident that should occur while the facility is under lease.

*SIGNATURE: _____ DATE: _____

*SIGNATURE: _____ DATE: _____

*All Renters/Responsible Parties must sign this contract and attached Rules, Regulations & Waiver.

*All Renters/Responsible Parties must be present **for the duration of the event** or may forfeit their entire Deposit.

***A violation of any part of this contract may result in forfeiture of the entire Deposit.**

FOR OFFICE USE ONLY:

DEPOSIT ROLLED FORWARD FROM CONTRACT # _____

DEPOSIT: \$ _____ RECEIVED BY: _____ DATE PAID: _____ CASH ___ CHECK # _____ CC _____

RENTAL FEE: \$ _____ RECEIVED BY: _____ DATE PAID: _____ CASH ___ CHECK # _____ CC _____

\$ _____ RECEIVED BY: _____ DATE PAID: _____ CASH ___ CHECK # _____ CC _____

\$ _____ RECEIVED BY: _____ DATE PAID: _____ CASH ___ CHECK # _____ CC _____

SECURITY FEE: \$ _____ RECEIVED BY: _____ DATE PAID: _____ CASH ___ CHECK # _____ CC _____

LATE FEE: \$ _____ RECEIVED BY: _____ DATE PAID: _____ CASH ___ CHECK # _____ CC _____

[] Recorded on Calendar Initial _____ Date: _____

RECOMMENDED ACTION:

Refund Deposit: FULL / PARTIAL Amount: \$ _____ Initial: _____

Retain Portion of Deposit for: _____ Amount: \$ _____ Initial: _____

Roll Deposit Forward to Next Event: Contract # _____ Initial: _____

COMMENTS: _____

Event Rules, Regulations and Waiver

RESERVATIONS: All reservation are based on a first come, first serve basis. A \$500 refundable damage/cleaning deposit is required along with a completed, SIGNED Rental Agreement & Waiver to confirm a date. Refer to Damage/Cleaning Deposit/FOB Key Deposit section below for more information regarding this deposit. Reservation may be made up to 24 months in advance (rolling 24 months). Rental agreements are non-transferable.

X _____

Initial

PAYMENT:

Total Rent and Security Fees 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, check, or Credit/Debit cards. 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.

X _____

Initial

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.

X _____

Initial

SECURITY FEES:

Any event at which alcoholic beverages will be consumed requires the presence of a Weatherby Lake Uniformed Police Officer/Security Management-Person at a cost per hour to be set by the Chief of Police and approved by the Mayor, with a four (4) hour minimum. The Security Management-Person may be someone other than a Weatherby Lake Uniformed Police Officer as approved by the City. No alcohol is permitted to be consumed on the premises until the Police Officer/Security Management-Person arrives. The Police Officer/Security Management-Person is required to remain on duty until the building is vacated or there are no longer any alcoholic beverages present and available for consumption.

X _____

Initial

Event Rules, Regulations and Waiver

DAMAGE/CLEANING/FOB KEY DEPOSIT:

A \$500 refundable damage/cleaning/FOB Key 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; it has been cleaned in accordance with the clean-up requirements [refer to last page of Packet]; and all FOB keys returned.

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. In the event the FOB key is not returned, the renter agrees to forfeit their entire deposit to cover the cost of replacement.

NOTE: A violation of any part of this contract may result in forfeiture of entire Deposit.

X _____
Initial

Without waiving any other remedies available at law or in equity, in addition to any other terms of these event rules, regulations and waiver, any **Deposit** made hereunder may be reduced by any of the following: more than one police alarm call to the Community Center, which will be charged at \$25 per call; officer staying longer than agreed upon time, an additional cost will be charged for each hour or portion of an hour that the officer stays; and the deposit may also be reduced by other costs incurred by the City.

X _____
Initial

In lieu of the above reduction of the deposit, the acceptance of the entire deposit as forfeiture for any breach of any of the terms of the Event rules, regulations and waivers, including but not limited to (by way of example only) forfeiture of the entire deposit if alcohol is served before the police officer/Security Management-Person is present, **failure of the Renter(s) to remain in attendance at the event throughout the duration thereof** or failure to follow instructions of a police officer/Security Management-Person.

X _____
Initial

COMPLIANCE WITH LAWS:

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

X _____

Initial

Contract# _____

Event Rules, Regulations and Waiver

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.

X _____

Initial

TERMINATION OF EVENT:

The renter acknowledges that, *in addition to the forfeiture of the Deposit*, the event may be terminated at any time, even during the event, if the terms hereof are materially violated in any way including but not limited to (by way of example only) failure to follow an instruction of a Pfolice Officer/ Security Management-Person, use of illegal drugs by any attendee at the event, failure of the Renter(s) to remain in attendance at the event throughout the duration thereof or damage to the City's property.

X _____

Initial

ATTORNEYS FEES:

The City shall be entitled to collect its reasonable attorney's fees and costs from the Renter(s)(jointly and severally), including attorney's 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.

X _____

Initial

I HAVE READ THE ABOVE AND AGREE TO BE BOUND BY THESE RULES, REGULATIONS AND WAIVERS.

Signature

Date

Signature

Date