

**City of Holts Summit, Missouri  
City Facility User Agreement**

1. I, \_\_\_\_\_, hereafter referred to as "Applicant," submit this application for the use of the \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the hours of \_\_\_\_\_ AM/PM and \_\_\_\_\_ AM/PM, for a rental fee of \$\_\_\_\_\_, and a security deposit of \$\_\_\_\_\_, totaling \$\_\_\_\_\_. I am submitting this application on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

2. The Applicant must pay the rental fee and security/key deposit fee(s) before the City will reserve the facility listed for the requested date in paragraph 1 above. The Applicant may cancel their reservation of the facility up to three (3) weeks in advance without forfeiting any fees. If the Applicant cancels their reservation to use the facility less than three weeks before the date the facilities have been reserved in Section 1 above, and before day of the reservation, the Applicant shall forfeit their deposit as liquidated damages for preventing the facility from being scheduled by others. If the Applicant cancels their reservation to use the facilities on the date the facilities have been reserved in paragraph 1 above, the Applicant shall forfeit the Rental fee and the deposit shall be returned to the Applicant if the Applicant has not entered the facilities.

3. The Applicant may perform a walk-through of the premises on the last business day prior to the date of their reservation (the Applicant's reserved date as stated in paragraph 1 above). In the event that the Applicant finds damage prior to their event, the Applicant SHALL bring this to the attention of the City BEFORE the event takes place to insure proper credit. If a maintenance issue should arise during an Applicant's reserved time, the Applicant shall call City Hall immediately at 896-5600 if it is during normal business hours (Monday through Friday, 8:00 am to 5:00 pm). If a maintenance issue should arise after 5:00 pm or on a weekend, the Applicant shall call the City's Answering Service immediately at 1-877-580-7136. An Applicant SHALL NOT attempt to make ANY repairs or adjustments to any City facility at any time (this includes environmental controls like thermostats).

4. The Applicant hereby assumes responsibility for any damage, loss, theft, or cost incurred inside and outside the facility listed above, and any other items(s) of City property during the time they have rented the facility. Damages or loss in excess of the deposit will be billed to the Applicant(s) renting the facilities.

5. Decorations are permissible with the use of clear or masking tape, provided all evidence of its use is removed and surfaces are not damaged. A checklist may be supplied and verified by the City and the Applicant at the end of the event.

6. The City of Holts Summit shall NOT bear any liability for the loss, theft, or damage to any property belonging to the Applicant or guests before, during, or after the function.

7. The Applicant will defend, indemnify and hold the City harmless for any claims by third parties for personal injury, property damage or otherwise.

8. In consideration of the surrounding neighborhood, ALL music shall be contained to the interior of the Civic Building and should not be able to be heard from outside the building with the doors and window closed, or more than 100 feet from the building at any time. All individuals must be vacated from all City facilities and grounds by 10:00 P.M. unless the

Applicant has obtained a Special Use Permit. In no event shall alcohol be served, sold, consumed or allowed at ANY City of Holts Summit Facility.

9. The Applicant declares in writing within this agreement their true intent and purpose for the rental of the building and park grounds and agrees to use the building and facilities ONLY for said purposes. No Applicant may sub-lease this facility. The exits are not to be blocked in any manner.

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Purpose for renting the facilities:

Initials:

10. The City reserves the right to refuse rental. The City reserves the right to terminate this application at ANY time if noncompliance is discovered.

11. The Applicant agrees by signing this application to adhere to all terms and conditions within. This application supersedes all written and verbal communications and may not be amended except in writing and signed by the applicant and accepted by the City. Failure to comply with these conditions may cause the Applicant: forfeiture of their deposit; refusal by the City to rent the facilities; and the assessment of additional fees by the City for property damage. If legal action becomes necessary to receive payment, the Applicant will pay any and all legal fees and court costs.

12. The deposit in paragraph 1 above will be required by Applicant to show good faith. The City shall return any unused deposit to the Applicant within thirty (30) days after the scheduled event or provide the Applicant with a written explanation why the deposit has not been returned.

13. The City will return the deposit to the person who paid the deposit after the City has determined that the facility rented is clean and in good condition (and after any checks written have cleared.) Should a determination be made that the facility was not left clean or there was damage to the facility, the deposit may be seized by the City. Should the deposit not be sufficient to cover the cost of cleaning or repairs, the renter shall be liable to the City for the additional amount needed to clean or repair the facility. Cleaning guidelines for City facilities include, but are not limited to, the following:

1. Take down all decorations you put up.
2. Wipe down tables and chairs.
3. Bathrooms:
  - a. flush toilets
  - b. pick up any toilet paper or paper towels from floor or counters
  - c. wipe up liquid soap spills from sinks and counters
4. Kitchen:
  - a. remove all food dishes you have brought in
  - b. clean out sinks
  - c. wipe off counters and stoves
5. Sweep and mop all floors.
6. Remove all of your trash.

14. Acts of Nature affecting the facilities (including, but not limited to, fire, tornado, and earthquake) are just cause for cancellation by the City with a full refund of rent and deposit paid.

15. No agreement in either written or verbal form will be valid unless the applicant signs below. All applications for use of the facilities shall be submitted at least fourteen (14) days prior to the Applicant's intended date of usage. Any agreement between the Applicant and City in writing or verbal that violates any provision of Holts Summit City Code is hereby void.

16. Any police officer or City official may immediately terminate this application for a violation of the conditions for use of the facilities, park manual, or violation of the law. Any person, or all persons may be ordered to immediately vacate the property if a violation is discovered. Failure to vacate the property when ordered may result in trespass charges being filed.

By signing below, the Applicant admits that he/she has read and fully understands and agrees to the terms of this application and has received a copy of the Park Rules.

Renter:

City of Holts Summit:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Security Deposit Receipt No.      Amount

\_\_\_\_\_  
Rental Fee Receipt No.              Amount

\_\_\_\_\_  
Signature                              Date

\_\_\_\_\_  
Signature                              Date

Renter's Identification: \_\_\_\_\_

Type/Number: \_\_\_\_\_

Verified by: \_\_\_\_\_

This box for Office use only!

Date deposit returned \_\_\_\_\_ Returned by \_\_\_\_\_

Amount returned \$ \_\_\_\_\_ City Check # \_\_\_\_\_

Returned to \_\_\_\_\_