

Key # _____

City Facility User Agreement

Key Picked Up ____/____/____

City of Holts Summit, Missouri

Key Returned ____/____/____

1. I, _____, hereafter referred to as "Applicant," submit this application for the use of the Civic Center on ____/____/____ 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 ____/____/____.
2. The Applicant must pay the deposit fee(s) before the City will reserve the facility listed for the requested date. The rental fee must be paid by the time the Applicant picks up the key (KEY must be picked by 4:45pm on the last day of the work week if the rental date is during the upcoming weekend). 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 the Applicant shall forfeit their deposit as liquidated damages for preventing the facility from being scheduled by others. _____
3. If a maintenance issue should arise during an Applicant's reserved time, the Applicant shall call City Hall immediately at (573)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 the 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 item(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 at the end of the event. _____
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 ground and agrees to use the building and facility ONLY for said purposes. No Applicant may sub-lease this facility. The exits are not to be blocked in any manner.

Purpose for renting the facilities:

Initials

10. The City reserves the right to refuse rental. The City also 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 will be required by Applicant to show good faith. The City shall return any unused deposit to the Applicant within fifteen(15) business 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 the City facilities include, but are not limited to, the following: _____
 - A. Take down all decorations you put up.
 - B. Wipe down tables and chairs.
 - C. Bathrooms:
 - i. flush toilets
 - ii. pick up any toilet paper or paper towels from floor or counters
 - iii. wipe up liquid soap spills from sinks and counters
 - D. Kitchen:
 - i. remove all food dishes you have brought in
 - ii. clean out sinks
 - iii. wipe off counters and stoves
 - E. Sweep and mop all floors
 - F. 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 understand and agrees to the terms of this application and has received a copy of the Park Rules.

Renter

City of Holts Summit Employee

Print Name

Print Name

Address

Security Deposit Receipt No.

Amount

City/State/Zip

Rental Fee Receipt No.

Amount

Telephone Number

Data has been entered on online calendar

Initials

Data has been entered on wall calendar

Signature

Date

Initials

Signature

Date

Renter's Identification: _____

Type/Number: _____

Verified by: _____

This box is for Office use only!

Date deposit returned : _____ **Returned by:** _____

Amount returned :\$ _____ **City Check: #** _____

RETURNED TO: _____

CITY CLERKS SIGNATURE: _____