

# CENTRAL PARK PAVILION

## Permit Agreement

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### PLEASE PRINT

This Permit Agreement ("Agreement"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Chesterfield by and through its authorized representative, herein referred to as (the "city") and \_\_\_\_\_, a (n) (individual) (the "Lessee").

### WITNESSETH:

WHEREAS, the city is the owner and operator of the facility known as "Central Park Pavilion" herein referred to as ("Pavilion") located in the city of Chesterfield, St. Louis County, Missouri; and

WHEREAS, The city desires to make available said Pavilion on a rental basis for non-city sponsored or co-sponsored event(s) for the activity and according to the terms and conditions specified, herein referred to as ("Rental"), and

NOW THEREFORE, for and in consideration of the following promises, covenants and conditions, the parties hereto agree as follows:

### I. LESSEE INFORMATION

#### LESSEE

Lessee (Name of Individual, Company, Corporation or Organization): \_\_\_\_\_

Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: ( Home or  cell) \_\_\_\_\_ (W) \_\_\_\_\_

E-mail address: \_\_\_\_\_

Contact name(s): \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

E-mail address: \_\_\_\_\_

### II. RENTAL INFORMATION

#### East Pavilion:

- \$75 Resident/Chesterfield business - Weekday
- \$125 Resident/Chesterfield business – Weekend
- \$125 Resident/Chesterfield business - Holiday

#### West Pavilion:

- \$50 Resident/Chesterfield business - Weekday
- \$100 Resident/Chesterfield business – Weekend
- \$100 Resident/Chesterfield business - Holiday

Estimated number in attendance: \_\_\_\_\_

#### DATES/TIMES

Day(s) of rental: \_\_\_\_\_

Estimated Time Rental begins: \_\_\_\_\_ Estimated Time Rental ends: \_\_\_\_\_

# CENTRAL PARK PAVILION *(continued)*

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### ACTIVITY

Activity - Full description and/or name of function or activity for which the Pavilion is to be rented, including name of principal activity (use reverse side if additional space is needed).

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### III. LEASE OF PAVILION

The city hereby leases to the Lessee and the Lessee hereby leases from the city, said Pavilion for Rental and according to the terms and conditions specified.

The city leases the Pavilion to the Lessee only for the above stated/described Rental.

The Lessee may occupy the above stated/described Pavilion for the said Rental.

In return for occupancy of the Leased Pavilion, the Lessee shall pay to the city the stated amount(s).

Rental fees are established and approved by the City of Chesterfield City Council on an annual basis. Rentals of the Pavilion are based on a full day reservation (9:00 am-Dusk unless otherwise stated).

**FEES:** Lessee hereby submits to the city and the city hereby acknowledges receipt of the following:

- 1) Lessee agrees to pay the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) which Lessee agrees constitutes a non-refundable fee for the reservation and Rental of the Pavilion for the above-stated purpose on the date(s) and time(s) indicated.

### LESSEE SIGNATURE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## CENTRAL PARK PAVILION *(continued)*

### Permit Agreement

PERMITS AND NOTICES: All permits and notices to the city regarding the Agreement shall be directed to: City of Chesterfield, Parks, Recreation & Arts Department, 690 Chesterfield Parkway West, Chesterfield, Missouri 63017; 636.812.9500. The Lessee hereby designates as contact person listed on page one having the authority to make all decisions on behalf of Lessee regarding this Agreement.

- 1) COMPLIANCE WITH LAWS AND FACILITY RULES: The Lessee and Lessee's guests shall at all times maintain proper conduct and decorum and shall comply with all laws, ordinances, rules, and regulations of all governmental bodies having the authority over the Pavilion. Additionally, Lessee acknowledges receipt of the Pavilion Policies – Exhibit A. The Lessee shall reimburse the city for all damage to the Pavilion and property arising from the Rental caused by Lessee or by the Lessee's guests, employees, agents or affiliated persons, ordinary wear and tear excepted.
- 2) CANCELLATION/REFUND POLICY: There shall be no refunds for cancellation of said Rental made by the Lessee within thirty (30) days prior to scheduled Rental. Refunds of fees require advance written notice of cancellations thirty (30) days or more prior to Rental date. Cancellation notice of less than thirty (30) days of scheduled Rental will result in forfeiture of the entire Rental fee.
  - a. Approval of the Agreement will be granted with the understanding the city reserves the right to cancel the Agreement, with or without notice, and refund all monies paid in the event the Pavilion becomes unavailable because of some physical and/or hazardous condition.
  - b. No refunds will be given due to weather situations, as it will be the responsibility of the Lessee to make provisions for rain or severe weather.
- 3) LESSEE'S RELEASE AND HOLD HARMLESS: In consideration of being permitted to rent the Pavilion for the Rental, the Lessee agrees as follows:

"No liability either express or implied, will be incurred by the city of Chesterfield, its agents, servants, and employees, arising out of the use of the Pavilion by Lessee, its agents, servants, employees, assigns, successors, invitees and licensees, during the date and time specified above. Lessee agrees to indemnify and save harmless the city of Chesterfield, its agents, servants, employees, from and against any and all liability for damages arising from injuries to persons or damage to property occasioned by any negligent acts or other omissions of Lessee its agents, servants or employees, including any and all expense, legal or otherwise, which may be incurred by the city of Chesterfield or its agents, servants or employees, in defense of any claim, action or suit, irrespective of any claim that an act, omission or negligence of the city of Chesterfield or its agents, servants or employees contributed to such injury or damage."
- 4) INSURANCE: *At the city's discretion,* Lessee may be required to procure and maintain, at its sole cost and expense for the duration of this Agreement, Comprehensive General Liability insurance in the name of the Lessee. This insurance policy must cover, in addition to the general public, all guests and their support staff and any other individual participating in or attending the Rental for which the Pavilion is rented. Lessee must furnish proof of coverage through a Certificate of Insurance naming the city of Chesterfield as an additional insured along with an endorsement page two weeks prior to the Rental. (The General Liability insurance shall be written by a carrier with an A:VII or better rating in accordance with the current Best Key Rating Guide, and only insurance carriers licensed and admitted to do business in the State of Missouri will be accepted.) The need for this coverage will be based on several pre-determined criteria developed by the city and will be handled on a case-by-case basis.
- 5) LESSEE'S REPRESENTATIONS: If a corporation/partnership, the Lessee represents and warrants to the city that this Agent has full right, power and authority to execute this Agreement on behalf of the Lessee.

## CENTRAL PARK PAVILION *(continued)*

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- 6) DAMAGES: Lessee is responsible for all damage during rental. At the discretion of the city, for any period of time necessary to determine the full extent of damages and/or violation of terms and conditions, the city shall reserve the right to pursue Lessee for costs necessary to return the pavilion to its pre-rental condition. If Lessee violates any of the terms or conditions of the Agreement, the city shall have the right to immediately terminate Rental without notice or refund, and the city may pursue all of its rights and remedies at law or in equity including, without limitation, the right to recover court costs and attorney fees.
- 7) MISCELLANEOUS: This Agreement constitutes the entire Agreement between the parties, may be modified only by written agreement of the parties, and shall be governed by the laws of the State of Missouri.

In Witness whereof the parties have executed this Application as of the date first above written. NOT VALID WITHOUT SIGNATURE AND FULL RENTAL PAYMENT.

As the Lessee of the Pavilion and its amenities, and by my signature, I agree that I am the responsible party and fully understand and agree to adhere to and comply with all the rules and regulations, laws and ordinances of the City of Chesterfield and Chesterfield Parks, Recreation and Arts Department in regards to the rental and or use of the Pavilion and I agree to the above indemnification.

#### PAVILION POLICIES – EXHIBIT A

- 1) Pavilions are available for rent seven (7) days per week from 9:00 am to dusk, with the exception of maintenance, special events and holidays.
- 2) All reservations are made on a first-come, first-served basis starting on the second Monday of February in the year in which the Pavilion is to be rented. All reservations must be made at least two (2) weeks prior to scheduled date. No oral agreements for use of the Pavilion shall be valid. All reservations must be confirmed with the completion of the Agreement and payment of all appropriate fees.
- 3) You must be twenty-one (21) years of age to rent the facilities. Youth activities (Those under the age of twenty-one (21), MUST have adequate chaperones of one adult per ten (10) youths. A detailed list of chaperones will be required at least two (2) weeks prior to your event.
- 4) Chesterfield residents **MUST** show proof of their residency (must provide at least one of the following: valid Driver's License or Missouri ID) at the time of reservation.
- 5) All regular park rules apply during rentals.
- 6) East Pavilion occupancy is limited to seventy-five (75) individuals. West pavilion occupancy is limited to sixty-five (65) individuals.
- 7) Food and drink are allowed; however, no glass bottles or containers may be brought into the park.
- 8) Lessee will be held responsible for all clean up/take down and all damages to the facility during the scheduled event resulting from their usage.
- 9) No decorative or other materials shall be nailed, tacked, screwed, taped or otherwise physically attached to any part of the Pavilion without special permission from the city. Any group using the Pavilion agrees to leave the premises in as good of condition as it was prior to their usage.
- 10) All equipment and decorations used in conjunction with a Rental at the Pavilion must be free standing. Anchoring equipment and/or decorations to trees, tree grates, lamp posts, hand rails, etc. is not allowed. Any equipment needed for the Rental must be provided by the Lessee and rented from a private source.
- 11) The City shall assume no responsibility for any property placed on or in the Pavilion or other park facilities and grounds. Further, the city is released and discharged from any and all liability for loss, injury, or damage to persons or property that may be sustained by the use or occupancy of the Pavilion, park facilities and grounds.

## CENTRAL PARK PAVILION *(continued)*

### Permit Agreement

- 12) The park features an underground irrigation/sprinkler system to keep turf in top condition. To protect the underground water lines and sprinkler heads, driving stakes, fence posts, flags, etc. are not allowed. The placement of equipment (i.e. risers, platforms, tables, chairs, etc.) is not allowed. Fees for damage will vary depending on the specific damage.
- 13) Rental of the pavilion does not include exclusive use of the restrooms, playground, and/or park grounds, nor does it give the Lessee or guest special privileges in any other part of the park.
- 14) At no time will furniture or fixtures be moved, removed or rearranged without prior approval from the Director of Parks, Recreation & Arts or his/her designee.
- 15) All activities must conform to Federal, State and Local laws and/or ordinances.
- 16) The proposed rental or use is not to reasonably anticipate to incite violence, crime or disorderly conduct.
- 17) The proposed activity or use will not entail unusual, extraordinary or burdensome expense, or police operation by the city.
- 18) No open parties or events are allowed. No admission or other fees may be collected on the premises. Only registered not-for-profit organizations may sell tickets with the prior approval of the Director of Parks, Recreation & Arts or his/her designee.
- 19) The use of amusement rides, games, booths, activities, portable BBQ pits, bands and DJ's etc. are prohibited in any city park unless specifically approved in writing by the Director of Parks, Recreation & Arts or his/her designee.
- 20) If bringing in outside food and beverages, the Lessee must make proper arrangements to have them delivered, unloaded, loaded and picked up. All food and beverages may only be brought in and picked up during the said rental period. All items MUST be removed from the premises prior to the end of said rental time.
- 21) The city reserves the right to postpone, cancel or delay any activity at the Pavilion.
- 22) Use of the Pavilion is non-transferable and no sublet shall be initiated by the Lessee.
- 23) The city through its representatives, agents, and employees, reserves the right to control all activities at the Pavilion and to eject any person(s) who is objectionable and causes disfavor to the rules and regulations.
- 24) The city through its representatives, agents, and employees, may revoke any permit previously granted at any time if it is determined that the application for permit contained any misrepresentation or false statement, or that any condition set forth in the policies governing the permit requested is not being complied with, or that the safety of the participants in the activities of the applicant or other patrons of or visitors to the Pavilion is endangered by the continuation of such activity.
- 25) The Lessee, its agents, servants, employees, assigns, successors, invitees, and licensees, agree to abide by all federal, state, county and municipal laws and ordinances.
- 26) Lessee is responsible to see that **all** activities are properly controlled, **all** rules are enforced, and **must** have a designated person(s) of authority on site at **all** times.
- 27) Lessee agrees that he/she will, to the extent possible, take every action necessary to prevent any and all disorderly or boisterous conduct or immoral practices of any kind and/or about the premises by its agents, servants, employees, assigns, successors, invitees and licensees.
- 28) Fire lanes must remain clear at all times.
- 29) The Director of Parks, Recreation & Arts and his/her designee reserve the right to refuse any group the privilege of Renting the Pavilion due to abusing policies of the Pavilion, park or city. In addition, any group charged with a second occurrence of abuse may be barred from making any further reservations.
- 30) The Pavilion may not be used for the operation of camps, day care, classes, or any other business activity, unless specifically approved in writing by the Parks, Recreation & Arts Director or his/her designee.