

# **Kirkwood Community Center Rental Contract**

## **Terms and Conditions of Use:**

- 1) Community Center, Ice Rink and Pool Area are smoke free facilities. No smoking is allowed anywhere in the building, or within fifteen (15) feet of any entrance.
- 2) Lessee and associated activities are to remain exclusively in the designated area(s) during their event or activity.
- 3) Children should remain under the supervision of adults in the room(s) assigned for their use.
- 4) Lessees are to adhere to the maximum occupant capacity as designated by the Fire Marshall, and posted in each area.
- 5) Lessees are responsible for set-up and take down of tables chairs and other equipment. Table and chair carts are to be used when provided. Please do not drag equipment across floors. Rooms shall be returned to their original configuration at the end of use.
- 6) An ice machine is located in the West Gym kitchen and is for all lessees in the bulding to use. When using the ice machine be considerate of other users. If the ice machine is empty or out of order, the Kirkwood Parks and Recreation Department is not responsible for providing ice.
- 7) Lessees are responsible for clean up. All trash must be placed in trash containers. Tables and chairs are to be wiped off. Clean-up must be completed by contracted departure time.
- 8) Hallways and stairways must be kept clear of obstructions. Members of an audience or spectators must never stand or sit so they block exits, aisles, or stairways. Tables & chairs strictly prohibited in halls and lobby areas. West Gym is allowed 50 Tables and E. Gym 25 Tables.  
  
Leesee may have to rent additional tables if needed. Should check with the community center to make sure additonal tables are available.
- 9) Property Damage: Lessees will indemnify the City for any damage to the Community Center caused by any of the following:
  - A. Lessee
  - B. Any guests, whether invited or uninvited
  - C. Any workers, including, but not limited to, food preparation personnel, bartenders, waiters, waitresses, bus help, coat checkers, disc jockeys, musical band support staff and volunteers
- 10) Events involving Alcohol
  - A. Alcohol Sales. When selling alcohol lessee must have appropriate city and state licenses. A copy of the license must be posted in the area where sales will take place and copy given to the City prior to scheduled activity.
  - B. The City reserves the right to assign security personnel at a regulated cost per hour to any rental activity where alcohol is being consumed or at activities where more than 50 participants are anticipated. This security will be responsible for enforcing minimum age laws for alcohol consumption as well as community center and rules and policies. The

number of security personnel will depend on the number of persons attending the event, or the type of event. The cost of such security personnel will be assessed to the Lessee as part of the rental fees.

C. When serving alcohol or other liquid refreshments at an event glass containers are not allowed. All drinks must be served from the kitchen area. To minimize the potential for damage to the gym floors all containers used to contain or chill drinks to be served must be stored up and off the floor at all times. Lessee is responsible for any damage to the gym floors.

11) No powder or wax substances may be placed on the wood floor to enhance dancing or other activities. No open flame of any kind allowed in the community center and theatre.

12) Cleanup must be completed on the day of the event and prior to the time of conclusion noted on the contract. Failure to complete cleanup properly, or exit the facility as scheduled will result in additional fees being charged for custodial services provided at an overtime rate in 30 minute increments.

13) When reserving a gymnasium or theater, one half of payment due upon signing of contract for the gym or theater. Balance is due two months prior to the event. When reserving a room or other area, payment must be made in full two weeks after the rental request is confirmed.

A MINIMUM PROCESSING FEE OF \$5 WILL BE CHARGED FOR ANY CANCELLATION REQUEST ONCE ANY RENTAL FEE HAS BEEN PAID.

THE DOWN PAYMENT FOR A GYM OR THEATER RENTAL WILL BE KEPT IN FULL IF THE REQUEST TO CANCEL THE RESERVATION IS NOT MADE AT LEAST TWO MONTHS IN ADVANCE OF THE RENTAL DATE.

A REFUND FOR A ROOM RESERVATION WILL BE GRANTED PROVIDED THE REQUEST IS MADE AT LEAST TWO WEEKS PRIOR TO THE RENTAL DATE. NO REFUNDS IF THE CANCELLATION REQUEST IS MADE LESS THAN TWO WEEKS PRIOR TO THE EVENT FOR A ROOM RENTAL.

14)) The City reserves the right to check reference of any lessee.

15) The City reserves the right to change rooms if necessary or cancel events due to unforeseen circumstances.

16) Only music suitable for a public facility will be permitted. Volume is subject to control by the City of Kirkwood personnel. Failure to limit sound levels as requested will result in the cancellation of the event without and refund of fees.

17) Accidents occurring on City property must be reported immediately to facility supervisor on duty.

18) Appropriate apparel must be worn in accordance with the facility area being used. Shirt and shoes are required at all times.

19) Renters may not infringe on the use of other facilities or areas by separate public or private groups.

20) The representative contracting for the use of a facility or facilities must be present during entire rental period.

21) Use will be restricted to the terms of the application including area reserved, time of entry and departure, intended activity, etc.

22) All outside entertainment and vendors must be pre-approved. Kirkwood Parks & Recreation holds the right to deny access to any vendor or any entertainment deemed unacceptable. If having any inflatables at an event they must be approved and the City of Kirkwood Parks & Recreation must be provided with a certificate of insurance.

23) Failure to adhere to these rules may result in denial of future usage.

In compliance with American Disabilities Act (ADA) the City of Kirkwood requires that groups using our facilities do not discriminate on the basis of disability. By signing the contract for facility use, the Lessee agrees to comply with the mandates of the 1990 Americans with Disabilities Act to the best of their ability.

**BUILDING HOURS:** Sunday through Thursday, 8:00 am - 11:00 pm; Friday and Saturday, 8:00 a.m. - 12:00 pm

**FOR ADDITIONAL INFORMATION CALL (314) 822-5859 or (314) 822-5855 (TDD through Relay Missouri 711**

**KIRKWOOD COMMUNITY CENTER, 111 S. GEYER ROAD, KIRKWOOD, MO 63122**

Applicant further covenants and represents that applicant and applicant's group will indemnify the City of Kirkwood from any loss, damage, cost, charges or expenses, whether to person or property, to which the City of Kirkwood may suffer as a result of any action, neglect, omission or default on the part of the applicant or applicant's group. In the event any litigation shall be brought against the City of Kirkwood, or any of its employees, as a result of any action, neglect, omission or default by applicant or applicant's group, the applicant and applicant's group warrant, represent and covenant that they will assume the defense thereof and pay any and all costs, charges, attorney's fees, expenses and any judgments that may be incurred by or obtained against the City of Kirkwood.

My signature evidences my agreement and acceptance of the aforementioned terms, conditions, representations and warranties.

Lessee \_\_\_\_\_

Date \_\_\_\_\_

Issued By \_\_\_\_\_

Date \_\_\_\_\_