

CENTRAL PARK GAZEBO

Permit Agreement

P/636.812.9500

F/636.536.1648

E/ampinfo@chesterfield.mo.us



APPLICATION - PLEASE PRINT

Date: _____
Month Day of the week Day Year

Time of arrival: _____ Time of departure: _____

Attendance: _____ Type of activity: _____

Group title: _____

This Agreement is entered into as of _____, _____ by and between the city of Chesterfield (the "city") and _____, a(n) (individual/partnership/corporation) (the "Lessee").

- 1) LEASE OF FACILITY: The city hereby leases to the Lessee and the Lessee hereby leases from the City, said Gazebo (the "Gazebo") for activity and according to the terms and conditions specified.
- 2) ACTIVITY: The city leases the Gazebo to the Lessee only for the above stated/described activity (the "Activity").
- 3) LEASED PREMISES: The Lessee may occupy the above stated/described Gazebo for the said Activity.
- 4) RENTS AND OTHER FEES: For occupancy of the Leased Gazebo, the Lessee shall pay to the city the one hundred dollars (\$100) for residents and one hundred twenty five dollars (\$125) for the general public. Rental is for a standard five hours. Each additional hour will be Twenty five dollars (\$25).
- 5) FEES AND DEPOSITS: Lessee hereby submits to the city and the city hereby acknowledges receipt of the following:
 - a) The amount of \$_____, which Lessee agrees constitutes a non-refundable fee to reserve the Gazebo for the Activity on the date (s) and time (s) specified above.
 - b) An additional amount of \$100, which Lessee agrees constitutes as a damage/security deposit to reserve the Gazebo for the Activity on the date (s) and time (s) specified above. The city agrees to return this damage/security deposit to the Lessee within (30) thirty days following conclusion of the Activity, provided the Lessee has satisfied all requirements set forth in paragraphs 7 and 8 below.
- 6) 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 having the authority to make all decisions on behalf of Lessee regarding this Agreement the following individual:

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Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Business Phone: _____

- 7) 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 Gazebo. Additionally, Lessee acknowledges receipt of the City of Chesterfield Pavilion Policies (the "Rules") attached as Exhibit A and agree to fully abide by the Rules and to ensure that each of Lessee's guest at the Activity abide by the Rules.
- 8) DAMAGE TO FACILITY AND PROPERTY: The Lessee shall reimburse the City for all damage to the Gazebo and property arising from the Activity caused by Lessee or by the Lessee's guests, employees, agents or affiliated persons, ordinary wear and tear excepted.
- 9) LESSEE'S RELEASE AND HOLD HARMLESS: In consideration of being permitted to rent the Gazebo for the Activity, the Lessee agrees as follows:
 - 10) "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 premises 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."
- 11) INSURANCE: The Parks, Recreation & Arts Director or his/her designee can require a certificate of insurance naming the City of Chesterfield as an additional insurer if he/she feels the event constitutes insurance.
- 12) LESSEE'S REPRESENTATIONS: If a corporation/partnership, the Lessee represents and warrants to the City that this Agreement has full right, power and authority to execute this Agreement on behalf of the Lessee.
- 13) MISCELLANEOUS: This Agreement contains the entire Agreement between the parties, may be modified only be 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 Agreement as of the date first above written. NOT VALID WITHOUT SIGNATURE.

LESSEE:
Name: _____

CITY OF CHESTERFIELD:
Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

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RULES & REGULATIONS

I. Reservations/Fees/Deposits/Refunds/Cancellations:

1) Reservations:

- a) The Gazebo is available for rent seven (7) days per week from 9:00 am to dusk, with the exception of maintenance and special events, April through October. The Rental includes the gazebo and the entire bridge. The bridge will be closed to the public during the Rental.
- b) All reservations are made on a first-come, first-served basis starting on the first working day of the year in which the Gazebo 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 Gazebo shall be valid. All reservations must be confirmed with the completion of the agreement and payment of all appropriate fees.
- c) Lessee must be twenty-one (21) years of age to rent the Gazebo. Youth activities (those under the age of twenty-one (21), MUST have adequate chaperones of one (1) adult per ten (10) youths. A detailed list of chaperones will be required at least two (2) weeks prior to the scheduled Rental.
- d) 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 to receive the Resident Discounted Rate. Person who rented the gazebo must be present during the entirety of the event.
- e) The city reserves the right to postpone, cancel or delay any Rental of the Gazebo.
- f) Use of the Gazebo is non-transferable and no sublet shall be initiated by the Lessee.

2) Fees and Deposits:

- a) Lessee agrees to pay the full Rental fee at the time of reservation, which Lessee agrees constitutes a non-refundable fee to reserve the use of the Gazebo on the specified date(s) and time(s).
- b) Lessee agrees to pay a damage/security deposit in the amount of \$100, which will be required for the Rental, and shall be paid at the time of Rental.

3) Refunds and Cancellations:

- a) Refunds of fees and deposits 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 all deposits and Rental fees.
- b) 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 Gazebo becomes unavailable because of some physical and/or hazardous condition.
- c) 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.
- d) Any unused portion of the damage/security deposit may be refunded to the Lessee after the Rental. However, the damage/security deposit may be held 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. 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.

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II. General Information/Rules:

- 1) Park Rules: All Park Rules & Regulations apply during Rentals.
- 2) Gazebo Use:
 - a) Gazebo occupancy is limited to seventy-five (75) individuals. If tables and chairs are requesting to be used, the occupancy will have fewer individuals allowed to be permitted. Approval of such use will have specific approval from the Parks, Recreation & Arts Director or his/her designee.
 - b) Rental of the Gazebo does not include exclusive use of the restrooms, playground, trail, and/or park grounds nor does it give the Lessee or guests special privileges in any other part of the park.
 - c) The Gazebo 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.
 - d) 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 Parks, Recreation & Arts Director or his/her designee.
 - e) If bringing in outside (catered) 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.
 - f) Food and drink are allowed, however, no glass bottles or containers may be brought into the Gazebo and/or park.
 - g) Lessee will be held responsible for all clean-up/take down and all damages to the Gazebo and/or park during the scheduled Rental resulting from their usage.
 - h) At no time shall furniture or fixtures be moved, removed or rearranged without prior approval from the Parks, Recreation & Arts Director or his/her designee.
 - i) The Lessee is responsible for the taking down of any and all decorations etc.
 - j) No decorative or other materials shall be nailed, tacked, screwed, taped or otherwise physically attached to any part of the Gazebo without special permission from the city.
 - k) Any group using the Gazebo agrees to leave the premises in as good of condition as it was prior to their usage. It is also understood by all groups bound by the Agreement that all or part of their deposit will be held should Lessee not comply with this policy.
 - l) All equipment and decorations used in conjunction with a Rental at the Gazebo must be free standing. Anchoring equipment and/or decorations to 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.
 - m) 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 Gazebo, park facilities and grounds.
- 3) Conduct/Behavior:
 - a) The city, through its representatives, agents, and employees, reserves the right to control all activities at the Gazebo and to eject any person(s) who is objectionable and cause disfavor to the rules and regulations.
 - b) The city, through its representatives, agents, and employees, may revoke any Agreement previously granted at any time if it is determined that the application for permit contained any

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misrepresentation or false statement, or that any condition set forth in the policies governing the Agreement is not being complied with, or that the safety of the participants in the Rental of the applicant or other patrons of or visitors to the Gazebo is endangered by the continuation of such activity.

- c) Lessee, its agents, servants, employees, assigns, successors, invitees, and licensees at all times agree to fully abide by city rules and regulations.
 - d) 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.
 - e) 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.
 - f) The proposed Rental or use is not to incite violence, crime or disorderly conduct.
 - g) The proposed activity or use will not entail unusual, extraordinary or burdensome expense, or police operation by the city.
- 4) **Laws and Ordinances:** All groups using the Gazebo shall comply with all laws whether they are federal, state, county or local to include all ordinances of the city of Chesterfield and all rules, regulations and requirements of the Police and Fire. Fire lanes must remain clear at all times. Any group using the Gazebo shall agree to abide by and conform to all rules and regulations which may be adopted from time to time. Included would be any and all alterations that might be imposed on the operational hours and utilization policies.
- 5) **Insurance Requirements:** When appropriate, the 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. 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. If required, the insurance policy must cover, in addition to the general public, and any other individual participating in or attending the activity for which the Gazebo is rented. 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. 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.
- 6) **Lessee's Release and Hold Harmless.** In consideration of being permitted to rent the Gazebo for the activity, the Lessee agrees as follows:

"No liability either express or implied, will be incurred by the city, its agents, servants, and employees, arising out of the use of the Gazebo by Lessee, its agents, servants, employees, assigns, successors, invitees and licensees, during the date and time specified in the Agreement. Lessee agrees to indemnify

and save harmless the city, 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 expenses, legal or otherwise, which may be incurred by the city 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 or its agents, servants or employees contributed to such injury or damage."

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- 7) Abusing Policies: The Parks, Recreation & Arts Director and his/her designee reserve the right to effuse any group the privilege of Renting the Gazebo due to abusing policies of the Gazebo, park or city. In addition, any group charged with a second occurrence of abuse may be barred from making any further reservations. If Lessee violates any of the terms or conditions of the Agreement, the city shall have the right to immediately terminate without notice or refund.

Lessee signature

Lessee printed name

Date