



Civic Center User Agreement

City of Holts Summit, Missouri

Key# _____

Key Picked Up ____/____/_____

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 \$_____. I am submitting this application on ____/____/_____.
2. The City reserves the right to refuse rental. The City also reserves the right to terminate this application at **ANY** time if non-compliance is discovered.
3. 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 in full by the time the Applicant picks up the key (**KEY MUST BE PICKED UP 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 facility has been reserved the Applicant shall forfeit their deposit as liquidated damages for preventing the facility from being scheduled by others.
4. If a maintenance issues 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-Friday 8:00am-5:00pm**). If a maintenance issue should arise after 5:00PM or on a weekend, the Applicant shall call the City's Answering Service immediately at **(573)580-7136**. An Applicant SHALL NOT attempt to make ANY repairs or adjustments to any City facilities at any time (**THIS INCLUDES ENVIRONMENTAL CONTROLS SUCH AS THE THERMOSTATS**).
5. 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.**
6. Decorations are permissible with the use of clear/masking tape, provided all evidence of its use is removed and surfaces are not damaged. The exits are not to be blocked in any manner at **ANY** time.
7. 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 event.
8. The Applicant will defend, indemnify and hold the City harmless for any claims by third parties for personal injury property damage or otherwise.
9. In consideration of the surrounding neighborhood, all music shall be contained to the interior of the Civic Center and should not be able to be heard from outside the building with the doors and window closed, or more than 100ft from the building at any time. All individuals must be vacated from all City facilities and grounds by 10:00PM 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.
10. The Applicant declares in writing within this agreement their true intent and purpose for the rental of the building and facility **ONLY** for said purposes. **No Applicant may sub-lease this facility.**

Purpose for renting this Facility

Applicants Signature

____/____/_____
DATE

(I have read the above information and agree to this contract.)

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. The deposit will be required by Applicant to show good faith. 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, the deposit may be seized by the City and any excess amounts to cover the cost of cleaning or repairs will be billed to the Applicant. Should the deposit not be sufficient 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 as to why the deposit has not been returned. 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. No agreement in either written or verbal form will be valid unless the Applicant signs below. Any agreement between the Applicant and City in writing or verbal that violates any provision of Holts Summit City Code is hereby void. **ANY POLICE OFFICER OR CITY OFFICIAL MAY TERMINATE THIS APPLICATION FOR A VIOLATION OF THE CONDITIONS FOR USE OF THE FACILITIES, PARK MANUAL, OR VIOLATION OF THE LAW. ANY/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 TRESPASSING CHARGES BEING FILED.**

BY SIGNING BELOW I AM AGREEING TO ALL TERMS OF THIS CONTRACT.

Signature of Applicant

_____/_____/_____
Date Application was signed

Printed Name: _____ Address: _____

City/State/Zip: _____ Telephone Number: _____

Copy of ID Attached: Yes No

OFFICE USE ONLY		
Security Deposit Receipt Number: _____	Amount: _____	Date is on Online Calendar: _____ (Initial)
Rental Fee Receipt Number: _____	Amount: _____	Date is on Wall Calendar: _____ (Initial)
Signature of City Hall Employee: _____		Date Application was Received: ___/___/___

ACCOUNTS RECEIVABLE ONLY	
Date deposit was returned: ___/___/___	Returned by: _____
Amount Returned: \$ _____	City Check #: _____
Returned To: _____	
Notes: _____	

Checklist for Care/Cleaning of the Civic Center after a Rental/Event



1. Take down all decorations you put up.



2. Wipe down tables and chairs.

3. Bathrooms:



i: flush toilets



ii: pick up any toilet paper or paper towels from floor or counter tops



iii: wipe up liquid soap spills from sinks and counters

4. Kitchen:



i: remove all food dishes you have brought in



li: clean out sinks



lii: wipe off counters and stoves



5. Sweep and mop all floors



6. Remove all trash.



7. Put tables back where they were found before event.

These are the requirements for cleaning the Civic Center in order for the Applicant's deposit to be returned. If all tasks are complete and there is no further damage to the facility, the Applicant's deposit should be returned in full within 15 business days of your event. If you have not received your deposit back within 15 business days please contact the Account Payable Department at City Hall of Holts Summit at (573)896-8423.

Thank You,

City Hall Staff

