

FACILITY RENTAL AGREEMENT

Reservation Number: [RSVID] Event Begins: [RSVBEGDT]

This Agreement is between the City of Liberty, Missouri ("City"), and [FRSTNAME] [LASTNAME], [ADDRESS1], [CITY] [STATE] [ZIP] ("Renter"). Each City Facility Sales Receipt having this reservation number ([RSVID]) is an integral part of this Agreement. "Event" means all facilities, dates, time ranges and activities shown on City receipt(s). A "Rental Period" is each separate time range within Event. "Associates" are all persons associated with Renter or otherwise attracted to Event, including, but not limited to, Renter's personnel, relatives, concessionaires, guests (attendees), crew, performers, sponsors, vendors, and contracted services.

PAYMENT and DAMAGE DEPOSIT

Full payment is due upon facility reservation. If Event is complex, spans several weeks or is associated with use of the Liberty Performing Arts Theatre, City may opt to collect a substantial Security Payment in advance of Event, then refund the overpaid amount to Renter after Event. As late as one week before Event, City may require a damage deposit which City deems proportional to the type of activities and number of attendees.

CANCELLATION / REFUNDS / "RESCHEDULING"

Renter may cancel Event at any time with or without notice. However, a refund or credit may become available only when City receives advance written cancellation notice from Renter. Based on the number of days between City's receipt of notice and the first cancelled date, the amount refunded or credited is prorated according to the following schedule:

- * less than 14 days advance notice, no refund/credit;
- * 14 days (2 weeks) advance notice, 2% refund/credit;
- * 15 days notice, 4% refund/credit;
- * (pattern continues, equal to each day of advance notice beyond 13 days, multiplied by 2%);
- * 62 days notice, 98% refund/credit;
- * 63 days (9 weeks) or more advance notice, 100% refund/credit.

Should Renter request to cancel a Rental Period by using a different phrase (like "reschedule", "move", "transfer", "swap", "roll over", "exchange", "switch", "trade", "postpone", etc.), the request is still a cancellation request. Regardless of the phrase, if Renter intends to remove one or more Rental Periods which were previously reserved on City's calendar, the above refund schedule applies to each cancelled Rental Period. Whether or not Renter also seeks to get a credit for their cancellation and apply that credit toward something else (like a different rental period, another City amenity, or a 'credit on file') does not change the reality that a Rental Period has been cancelled.

FACILITY ACCESS / USE RESTRICTIONS

Only during the specific time range of each Rental Period may Renter enter the reserved facilities for any purpose - such as delivery of items, equipment setup, room preparation, tear down and storage of items. Renter acknowledges that City facilities are busy, multi-use spaces. City may schedule other activities in any available Liberty Center spaces during any available time range(s) without notice to Renter. This includes the Center's rooms, kitchen, lobby, theater, parking lot, parking lot, pools, and outdoor spaces.

Renter may not use nor permit others to use any City facilities or equipment not specifically covered by this Agreement. Individuals desiring to access 'members only' areas of the Liberty Center (downstairs) must first purchase a daily or annual pass. Normal use of upstairs public areas, such as foyers, halls and restrooms, is permitted. Renter must obtain advance permission from City before tables, chairs, displays

Sample Only

or other items are setup in public areas such as lobbies, halls, entryways, parking lots, and sidewalks. City determines time restrictions and spatial placement of all Renter displays permitted in public areas of the facility.

DEFAACEMENT OF PROPERTY / CLEANING

Renter will not use tapes, adhesives, nails, hooks, tacks, screws, cables, cords, filament or similar means to affix items to any part of the building - especially ceilings, walls, doors and windows. Nor will Renter injure, mar or in any manner deface City property. Renter agrees that for any City property damaged by the act, default or negligence of Renter or Associates Renter will pay to City upon demand whatever sum necessary to restore property to original condition, ordinary wear and tear excepted.

Renter is responsible for basic cleanup of their reserved facilities and will leave them in reasonably same cleanliness as when first entered, normal wear and tear and basic dust mopping excepted. Renter may not use City janitorial equipment and supplies except those provide by staff (such as trash cans and liners). Renter will pay City for any janitorial charges beyond usual maintenance needed to return facilities to normal.

GENERAL CONDITIONS / NON-DISCRIMINATION

Traditional live flame candles are not permitted unless floating inside a water bath within a glass or metal housing. Battery operated candles are permitted. No illegal substance of any nature is permitted in City facilities or on City grounds. All tobacco products are strictly prohibited inside City facilities, whether smoked, vaporized, chewed or otherwise.

City facilities provide a positive, family-based environment. Renter and Associates are expected to conduct themselves in harmony with that environment and adhere to facility policies. Renter is responsible for the conduct of all Associates attracted to Event. Violators may be expelled with no refund issued. Renter will comply with all laws, ordinances and regulations adopted or established by federal, state or local governmental agencies or bodies and the Rules and Regulations of the Parks & Recreation Department. Renter shall obtain and pay for all necessary permits and licenses.

Renter agrees that, during Event, Renter will not exclude anyone from participation in, deny anyone the benefits of, nor otherwise subject anyone to discrimination because of race, religion, color, or national origin.

ALCOHOL SERVICE / CONCESSION SALES

If Renter desires to serve alcohol during Event, Renter must 1) submit an alcohol service fee; and 2) complete an Alcohol Service Application at least thirty days prior to Event. This advance due date is necessary for lengthy Liberty City Council approval process. If City Council does not approve the Renter's Application, the service fee is refunded in full. If the application is approved, the service fee becomes non-refundable even if Renter later opts not to serve alcohol or to cancel Event.

City reserves all concession sales rights in all public areas of Liberty Center such as lobbies and entryways, which includes, but is not limited to, the sale of food, beverage, programs, novelties, conveniences, recording, souvenirs, checkrooms and parking privileges. However, this does not apply to sale within Renter's reserved facilities.

CITY'S PRIVILEGES

Advertising displayed on City property is subject to City approval. City reserves the right to cancel or revoke this Agreement at its discretion. City reserves the right to require Renter to provide off duty security at Renter's expense. This decision may be made at any time and failure to provide security will result in immediate cessation of facility use. City's liability is limited to refund of rental fee only. City reserves the right to cancel any event deemed not in the overall best interest of its guests and staff.

INDEMNITY / FORCE MAJEURE

Renter is responsible only for damages or injuries caused by the negligent acts, omissions, or willful misconduct of Renter or their Associates during the term of this Agreement. In such cases, Renter agrees to defend and indemnify the City, its officers, agents and employees. Renter accepts the building and equipment in "as is" condition.

Neither City nor Renter will be deemed in violation of this agreement if they are prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, utility outages, acts of public enemy, acts of superior governmental authority, destructive acts of nature (tornados, earthquakes, flood), riots, electrical blackouts, rebellions, sabotage, or any other circumstances for which it is not responsible or which are not within its control. Bad weather, funerals, concurrent events, or other typical life events are not valid examples of Force Majeure.

OTHER AGREEMENTS

This Agreement and its related City receipts constitute the whole agreement between City and Renter. No other agreement related to Event, especially verbal, is considered valid or binding.

RENTER'S OR REPRESENTATIVE'S AUTHORIZATION AND SIGNATURE

Renter, or Renter's lawful Representative, whose signature appears below, hereby warrants to City that 1) they have been duly authorized by any and all persons or entities of which authorization is required to enter into this Agreement in association with this Event; and that 2) all appropriate approvals required to enter into this Agreement have been granted. Renter/Representative agrees that at no time will they challenge, contest, disclaim, or deny their authority as a basis to void, cancel, or nullify this Agreement with a claim that they were not authorized to sign this Agreement.