



FACILITY RENTAL PAYMENT HOLDER INFORMATION

CONTRACT HOLDER INFORMATION:

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Phone #: _____ Email Address: _____

SECURITY DEPOSIT HOLDER INFORMATION:

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Phone #: _____ Email Address: _____

IN CASE OF REFUND INFORMATION:

Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Phone #: _____ Email Address: _____

FOR DEPARTMENT OF PARKS AND RECREATION USE ONLY

Application #: _____
Date: _____
Initials: _____



HOLD HARMLESS AGREEMENT

“I/WE/ME/MY” SHALL MEAN:

APPLICANT INFORMATION (PLEASE PRINT)

Applicant Name: _____
Organization Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Phone #: _____ Email Address: _____

GENERAL EVENT INFORMATION

Rental Date(s) _____ Rental Site _____
Rental Time(s): _____ Total Hours _____

ACTIVITY TO BE HELD: (DESCRIBE IN DETAIL)

As partial consideration for the rental, the Individual/Organization (“Renter”) hereby acknowledges and understands the City facilities are rented as-is condition and accepts all risk and responsibility for same. The Renter assumes all risk and responsibility for any accident or injury, if any, whether due to negligence or otherwise and whether caused by Renter or otherwise. The Renter agrees to waive, release, covenant not to sue, forever discharge, indemnify, hold harmless, and defend the City of Overland, its elected and appointed officials, employees, liability insurer, contractors, agents and successors in interest and all that may be liable on their behalf from any and all claims, causes of actions, damages, penalties, demands, judgments, decrees, losses, and costs and expenses including experts and attorney’s fees, on account of, arising out of or resulting, directly or indirectly, or in any manner pertaining to or from the Renter’s and all guests’ or participants’ (or subcontractors if any) performance or breach of the contract or use or rental of the City of Overland’s facilities or otherwise from the presence of the Renter or the Renter’s agents, employees, invitees, or guests in or upon the facilities owned or operated by the City of Overland. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination

Hold Harmless Agreement (Revised: February 2023)

Department of Parks and Recreation

Telephone Number (314) 428-0490 • Fax Number (314) 227-2951

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of this Contract. The Renter further agrees that this Hold Harmless and Indemnification Clause and waiver and release shall be binding upon him/her/it, his/her/its successors, executors, personal representatives, insurance carriers, administrators, and assigns.

PRINTED NAME OF APPLICANT

SIGNATURE OF APPLICANT

TODAY'S DATE

FOR DEPARTMENT OF PARKS AND RECREATION USE ONLY

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FACILITY USE AND RENTAL POLICY

The two classrooms, activity room, multi-purpose room, gymnasium, and Wild Acres are available for rent by a resident or non-resident. Community Center or City sponsored activities reserve priority for use.

GENERAL RULES

1. Renter must be at least 21 years of age and must be present for the entire event.
2. To allow everyone equal access, no one group may have long term reservations privileges in the facility more than twice in one month, with the exception of the gym which may be rented up to once a week.
3. Facilities may be reserved up to one year in advance. Long term rentals may be scheduled up to 6 months in duration at any time.
4. **All fees and deposits must be paid in full at the time the application is submitted.**
Only after all fees and deposits have been collected will the room be considered rented and added to the schedule.
5. Rental forms must be filled out completely at the Community Center during regularly scheduled hours. The Community Center Director reserves the right to alter any request if the nature of the contents of the activity is in violation of the general well-being, interest, or safety of the residents utilizing, or facilities being utilized. At this time the renter must post the appropriate security deposit with the City. If no damages are accrued or excessive cleanup is necessary on the day of the event, the security deposit will be released back to the security deposit holder listed on the Facility Rental Holder Information Form within Two to Four (2-4) weeks after the rental event. A signed Hold Harmless Agreement provided by the City is required by the Contract Holder as a representative of the party.
6. All Diagrams must be turned in One (1) week prior to the event to ensure proper layout of the room.
7. You may only use those areas which you have rented and the nearest restroom- not the entire building. Guests that do not have a facility membership must stay in the room/area in which the event is being held. If your activity expands to other areas, it will result in additional rental charges, security deposit retention, and/or dismissal from the building.

Facility Use and Rental Policy (Revised: May 6, 2024)

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8. Vehicles should not park along the fire lane in front of the building, except when unloading/loading their vehicles. Vehicles left unattended for longer than 15 min may be ticketed and/or towed.
9. The person renting the facility, or a designated representative must check in before the rental starts and then check out after the event has concluded. During the checkout, a Community Center employee will review the condition of the rooms rented and complete a form noting if the room has been left in an acceptable condition. Any damage incurred will result in loss of security deposit sufficient to amend the damages.
10. The City of Overland shall not be held liable for losses incurred by the user/renter due to cancellation.
11. Rental fee refunds will be made on the following basis:
 - 30 days or more before the rental date: 100%
 - 15 to 29 days before rental date: 50%
 - Less than 15 days before the rental date: NO REFUND

SECURITY DEPOSITS

1. Security Deposits are cashed at the time the rental application is submitted. If no damages are accrued or excessive clean-up is necessary by our staff, the security deposit will be mailed back to the security deposit holder listed on the Facility Rental Holder Information Form within Two to Four (2-4) weeks from when the rental event occurred. All check requests must be approved by the City Council prior to releasing.
2. Should damages occur during the rental or excessive cleanup is necessary by our maintenance staff, renter will be subject to part or full forfeiture of deposit. Deposit for Wild Acres Banquet Hall is \$250, Overland Community Center rooms are \$150. Damage fees are based on replacement or repair costs incurred by the City and may exceed deposit amount, which shall be paid to the City within thirty (30) calendar days of invoice for same. Any fees not paid are subject to interest at a rate of eight percent (8%) per annum. The City may take legal action to recover these costs.
3. Portions of the security deposit may also be retained as “fines” if any activity has taken place during the rental occasion which is in violation of any of the rules stated in this policy. Unnecessary abuse or damage will cause the group or individual to lose his or her future rental privileges and/or be billed for damages whose repair or replacement exceeds the security deposit amount.

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NATURE OF PROGRAM

1. Program and activities of users must be of a nature suitable for presentation in a public facility, must be lawful, and must conform to all of the policies established by the City of Overland.
2. Promotion of, or invitation to the event must take place prior to the event to the specific individuals who will be in attendance. "Open Parties", including parties where guests are charged a fee to enter the facility, is prohibited without the Parks & Recreation Director's approval.
3. Any misrepresentation as to the nature of the use or activity to occur at a City facility, the number of attendees expected, contact or payment information or any other falsification on rental application documents will result in the immediate cancellation of the proposed use or event and forfeiture of fees paid. Any such misrepresentation may result in denial of future rental requests and/or legal action.

VISITATION APPOINTMENTS

1. To schedule an appointment to visit our Wild Acres Banquet Facility and/or the Overland Community Center, please call (314) 428-0490. We do not schedule viewings on days the facility is being occupied to maintain privacy and tranquility for our renters.

AVAILABILITY OF FACILITIES

1. Rental activities must take place between regularly scheduled hours at both the Community Center and Wild Acres Banquet Facility and should include clean-up time. Exceptions to after hour use are rare and are dependent upon such factors as availability of Community Center personnel, etc. Hourly rates in these cases are in addition to the regular hour rates and no event may exceed 9 p.m. at the Community Center and 12 a.m. at Wild Acres Banquet Facility, including clean-up time. For any groups or individuals who are still in the room at least 15 minutes beyond their scheduled ending time, 50% of the Security Deposit will be forfeited. If groups or individuals stay at least 30 minutes beyond their scheduled time, 100% Security Deposit will be forfeited.
2. Requesting additional rental hours 30 days prior to the event will be granted upon full payment. Additional hours requested less than 30 days from the rental date will be subject to staff availability. If the staff is available to stay longer, the renter will be notified, and full payment will be required 72 hours prior to the rental date.
3. Facilities are not available on the following holidays: New Year's Day, Good Friday, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

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4. Community Center personnel will provide the rental group with the necessary number of tables and chairs, access to facilities granted, and general assistance. **Diagrams are provided with the application as a courtesy to the renter to have a pre-arranged setup of tables and chairs prior to the event at no cost. All diagrams must be finalized One (1) week prior to the actual event. Please note that layouts are received on a first come basis and some types and/or numbers of chairs and tables may not be available at that specific time.** The group is responsible for all other set-up and general cleanup of the room(s) and outdoor patio (if applicable) being used, table coverings, equipment needs, etc. Clean up includes properly removing all decorations, cleaning off tables, cleaning used kitchen area, and throwing away all excess used. The custodian is responsible for vacuuming/sweeping the area used, throwing trash into the Dumpster, and putting away tables and chairs. **Rental groups need to take into consideration the amount of time necessary for these tasks when requesting the number of hours, they choose to reserve. Clean up must take place within the hours of reservation.** Please refrain from bringing cleaning agents from home to use to clean the rented facility.
5. The rental of the Gymnasium Court at the Community Center must take place between regularly scheduled hours at the Community Center and may be reserved for ATHLETIC purposes specifically or for those events deemed suitable for gym use. Those groups renting the gym on an hourly basis are for recreational purposes only. Exceptions to after hour use are rare and are dependent upon such factors as availability of Community Center personnel, etc. Hourly rates in these cases are in addition to the regular hour rates and no event may exceed 8:30 p.m. at the Community Center, including clean-up time. For any groups or individuals who exceed their scheduled time by at least 30 minutes may lose future rental privileges and be charged for additional time and/or damages. Just as is stated in the policies regarding the use of the rooms, those persons renting the gym are restricted to the gym and the nearest locker room.

FIRE AND SAFETY REGULATIONS

1. Approved users are responsible for the observance of county and state fire and safety regulations at all times. Corridors, exits, and stairways shall be kept free from obstruction. Members of an audience or spectators must never stand or sit so they block exits, aisles, or stairways. Facility capacity, as determined by the Fire Marshal, shall be observed.
2. Smoking and Tobacco and Marijuana Use
 - a. Smoking and tobacco and marijuana use is prohibited throughout the entire building. Designated smoking areas are available outside the building for your convenience for tobacco use. Guests or persons hired by the renter who continue to smoke in unauthorized areas are subject to immediate removal. Smoking marijuana in or around the facility is prohibited.

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- b. The City Overland reserves the right to enforce state and local law, and in its sole discretion may call the police, terminate your event, or take other steps to ensure compliance with applicable law. The Contract Holder is responsible for ensuring that outdoor areas are clear of all smoking debris at the conclusion of the event, and a failure to do so may result in a deduction from the security deposit.³.
3. Candles, open flames, or items containing gas in them are prohibited.
4. All required fire exits must be kept clean, clear, and unobstructed at all times.
5. All weapons and/or concealed firearms are prohibited on City of Overland Property.

ANIMALS

1. No animals are allowed into the Overland Community Center and the Wild Acres Banquet Hall, except for animals meeting the definition of Service Animal under 28 CFR [section] 35.104.

DECORATION AND SETUP

1. Decorations in the form of confetti or any confetti type material, rice, birdseed, glitter, dry ice, dance wax, and sand are prohibited. Flower petals are acceptable. Piñatas strung from the ceiling are strictly prohibited. Decorations used may not be taped or adhered to the walls, ceilings, floors, or any open surface of any given facility.
2. One (1) week prior to the event, a diagram of the proposed set up of the event must be submitted so that the maintenance staff can properly execute the set up.
3. No tape, staples or nails may be used to attach decorations to any surface of any given facility.
4. Helium balloons may be allowed at certain facilities under the following conditions:
 1. Attach groupings of helium balloons to a weighted object. Single balloons are discouraged as they are more likely to float to the ceiling. If balloons must be separated, please do so outside the building.
 2. If a balloon floats to the ceiling, notify the designated site staff immediately.
 3. If the alarm system activates due to a helium balloon, the renter may be billed for false alarm charges incurred.

5. If plants or flower arrangements are placed on any interior surface, a clear plastic saucer or plate must be used to protect the property.
6. Decorations are the sole responsibility of the Renter. The City of Overland is not responsible for any damages or theft of decorations.
7. Corridors, exits, and stairways shall be kept free from obstruction. Members of an audience or spectators must never stand or sit so they block exits, aisles, or stairways.
8. If your caterer or other vendor needs access to the site, please note that in your application, since access is not always open at the Wild Acres Banquet Hall.

MUSIC & ENTERTAINMENT

1. All forms of entertainment (disc jockey, live band, bounce house, etc.) must shut down at least a ½ hour before the ending contractual time that has been set with the City of Overland.
2. For indoor rentals, music, PA systems, etc. must be set at a volume that cannot be heard outside the building and is considerate to neighboring rooms. Disregard of staff members asking the renter or designated person in charge to lower the volume, may result in the party being shut down without a refund.
3. Inflatable structures (i.e. bounce house, obstacle course, etc.) are NOT allowed inside the Community Center or Wild Acres Banquet Hall.
4. The uses of Smoke/Fog/Mist Machines are not allowed inside the Community Center or Wild Acres Banquet Hall.

FOOD AND BEVERAGES

1. Food and beverages are limited to inside the restricted rental areas only. Groups, which require use of the kitchen, must make this request upon reservation, as there is a fee for this use. The kitchen is not designed for commercial or heavy cooking use, but rather to warm up, refrigerate or do minimal preparation of already prepared dishes. Please refrain from bringing cleaning agents from home to use to clean the rented facility. The stove tops in both kitchens are not available for use due to the fire code.
2. The use of flammable materials and flaming food, indoors at any of the facilities, is prohibited.
3. Any activity involving alcohol must be approved by the Director, who in turn receives approval from the managing officer of the City's liquor license and the request must be submitted upon reservation. No alcohol may be served if a request has been neither

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submitted nor approved. The selling of alcohol to any persons or the provision of alcohol to those under the age of 21 is prohibited. Should alcohol be served to someone under the age of 21, the police will be called, and the function will be stopped, and everyone will be asked to leave. The sale of Alcohol is not permissible at the Overland Community Center and the Wild Acres Banquet Hall.

4. The City of Overland does not have a liquor license to cover the consumption or service of alcohol on Sundays at the Overland Community Center. Renters are to be advised that events on Sunday must be completely alcohol-free at the Overland Community Center. Alcohol is permitted on Sundays at the Wild Acres Banquet Facility.
5. Seven (7lb) pound bags of ice are available for purchase at \$2.00 per bag. Payment for ice is due at the time of purchase. This feature is not available to Wild Acres Rentals at this time.
6. Catering: The City of Overland allows renters to bring in the caterer of their choice. At facilities without a full commercial kitchen, food must be already prepared and brought to the event ready to serve. Contract Holders are responsible for the cleaning of any areas used. If you have elected to have a caterer onsite at your event, the following must be submitted a minimum of ten (10) business days prior to your event:
 - a. Certificate of Insurance Liability from the caterer is required. The City of Overland must be named as Additional Insured and listing the City of Overland, 9119 Lackland Road, Overland, MO 63314 as Certificate Holder. Minimum amount of General Liability is \$1 million per occurrence, \$3.3 million aggregate.

INCLEMENT WEATHER

If an event is cancelled by the City of Overland due to severe weather, the City of Overland will make every reasonable effort to reschedule the cancelled event.

HEAT AND AIR CONDITIONING

The renter may not adjust the air conditioning/heating thermostat. It should be noted that covering any air vents with decorations or furnishings will severely limit the functionality of the HVAC system. In addition, leaving doors open to the room(s) rented for extended periods during set up or during the event will severely limit the functionality of the HVAC system.

SPECIAL EQUIPMENT

For use of special equipment, additional documents may be needed prior to the rental date. St Louis County Permits, Certificate of Liability, a hold harmless agreement, and

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other fees may apply. Special equipment includes a bouncer/air jumper or other outside forms of entertainment.

ADDITIONAL INSURANCE, PERMITS, AND HOLD HARMLESS AGREEMENT

1. Certificate of Liability Insurance: Additional insurance naming the City of Overland as an additional co-insured may be required for certain events involving the use of special equipment.
 - a. The City requires a copy of Special Equipment service provider's liability insurance naming the City of Overland as additional insured for General Liability Policy involving a minimum of \$1 million per occurrence and \$3.3 million aggregated.
2. Hold Harmless Agreement: The renter shall be fully responsible for and shall indemnify and hold the City harmless from any damage to objects or property belonging to the City of Overland and for any personal injury incurred during or as a result of such use.
3. St. Louis County Permit: Additional permit(s) may be required for bouncer/air jumper equipment per St Louis County guidelines.
4. Renter agrees to submit all necessary paperwork, permits, and Liability insurance to the City of Overland before the start of the event.
5. The renter also agrees to abide by the scheduled hours of use. The City of Overland will not assume responsibility for personal items brought into or left in the facility by the user, guest or subcontractor.

PRINTED NAME OF APPLICANT

SIGNATURE OF APPLICANT

TODAY'S DATE

FOR DEPARTMENT OF PARKS AND RECREATION USE ONLY

Application #:

Date:

Initials:



INSURANCE REQUIREMENTS CHECKLIST

The following items are required to meet our minimum insurance requirements for use of the building/field use:

1. Coverage confirmation must be submitted on a current "Certificate of Liability Insurance" form.
2. The Named Insured on the evidence of insurance must match the name on the contract.
3. The Description of Operations /Locations/ Vehicles must list the event name, event date(s), and the location of the event.
4. Commercial General Liability coverage in the amount of not less than \$1,000,000 per occurrence and the aggregate limit in the amount of not less than \$3,000,000 per occurrence.
5. Liability coverage must be on an "occurrence" form.
6. Name "City of Overland and its officials, agents and employees" as additional insured on the Commercial General Liability insurance policy with the following endorsement included:

"The Insurer shall not be liable to make any payment for Loss in connection with any Claim made against the City of Overland as an additional Insured that is barred by sovereign immunity, and nothing contained in this Policy shall constitute a waiver of the City's sovereign immunity."

7. The Certificate shall provide the City of Overland with a minimum of thirty (30) days written notice of any cancellation, suspension or material change in coverage.
8. Please use the following address for Certificate holder:
City of Overland
9119 Lackland Road
Overland, MO 63114

- 1) "Certificate of Liability Insurance" forms may be faxed, delivered by mail, or delivered in person.

- Fax Number: 314-227-2951, Attention: Parks & Recreation Dept.
- Delivered by Mail / Person:

Overland Community Center
Attn: Parks & Recreation Director
9225 Lackland Road
Overland, MO 63114