

Rental Date _____

Renter _____

(Revised 03/18/2011)

**CITY OF UNION
FACILITY RENTAL RULES**

1. The Renter agrees to pay total amount of said deposit. Reservation is not confirmed until deposit is paid. If the Renter cancels this reservation at least sixty (60) days prior to the reservation date, the deposit shall be refunded in full. If the Renter cancels this reservation less than sixty (60) days prior to the reserved date for reasons other than inclement weather or situations beyond the control of the City of Union, the deposit shall be forfeited. The remaining balance of the rental fee shall be paid prior to the date for which the facility has been reserved.
2. The facility rental fee must be paid in full before the date of use. Payment is to be made at City Hall, 500 East Locust. The check should be made payable to the City of Union. The office is open Monday thru Friday, 8:00 a.m. to 4:30 p.m. (except holidays).
3. The key for the auditorium/meeting rooms may be picked up the day prior to the rental date. The key must be returned to City Hall before noon on the first regular business day following the rental. There is a drop box on the east side of the building located at the parking lot driveway and the key may be placed in this box. If the key is lost the party renting the facility will be responsible for the cost of the new lock(s) and key(s). Keep the contract with you as proof of the rental. All doors and windows should be closed and locked before leaving the facility. If the buildings' windows and/or doors are not secured before leaving the facility, the damage deposit regulation (paragraph #4 on the contract form) may be imposed.
4. The City of Union will not be held liable for any missing, lost, damaged, or stolen items.
5. Any/all decorations are the responsibility of the renter to remove.
6. Tables and chairs are provided in the auditorium. It is the responsibility of the renter to set up the tables and chairs in the manner they desire. Maximum capacity of the auditorium is 450.
7. The facility may stay open for the use from 6:00 a.m. until 1:30 a.m.
8. All state liquor laws and regulations must be followed. If liquor is *served, sold, or allowed to be brought into an event open to the public, where you are charging some type of admission*, you must obtain an appropriate liquor license. You will need permission from the City of Union to serve or have liquor at such an event when applying for your state liquor license. A City of Union liquor license application must be completed and submitted to the City Clerk two weeks prior to the next Board of Aldermen meeting, which are held on the second Monday of every month. Please allow at least 30 days prior to your event to obtain your State and City liquor licenses. The City of Union will not be held responsible for any violations of State or City liquor laws and regulations.
9. For ALL functions that are *OPEN TO THE PUBLIC* not sponsored by a civic (non for profit) or government organization and liquor is *served, sold, or allowed to be brought into the event where you are charging some type of admission*, the City requires that at least two (2) Police Officers be stationed in the building during the function. The cost of \$25.00 per hour per police officer shall be borne by the renter. The Police Department must be contacted at least four (4) weeks prior to the event at 636-583-3700. If police officers are not available to work the event then the renter will be **required** to hire City approved outside security for the event.
10. The City of Union, acting through the Mayor, City Administrator, City Clerk or Police Department may order that the function is stopped and the building cleared. All fees shall be forfeited.
11. Subleasing of rented facility is *prohibited* without written consent from the City of Union.
12. Use of the auditorium for weekend rental begins Friday at noon and ends at 11:00 a.m. on Sunday. At noon on Friday you may start to setup for your event. Please remember that City Hall is still conducting business until 4:30 p.m. Please be considerate of the offices conducting business and during this time parking in front of City Hall is 30 minutes. Please do not abuse the 30 minute parking. If you are unloading items, please unload and move your vehicle. After 4:30 p.m. the parking time is unlimited. All items must be removed by 11:00 a.m. Sunday.

13. All organizations/clubs/private companies renting the facility may be required to provide to the City of Union, prior to rental date, a Certificate of Insurance that specifically names the City of Union as "additional insured" in the amount of at least \$1,000,000 per occurrence + \$2,000,000 annual aggregate. See Exhibit A.
14. Failure to remove all trash, paper products, decorations and food items from tables, floors, lobby, restrooms and outside entrance or any cleanup other than normal, after use, shall result in forfeiture of deposit. City employees will empty trash containers.
15. **ANY DAMAGE TO BEER COOLER, FREEZER OR OTHER EQUIPMENT WILL FORFEIT DEPOSIT.**

PLEASE NOTE THE FOLLOWING

1. **NO Smoking.**
2. **NO equipment of any kind except rubber tire type.**
3. **NO dragging of tables, chairs cartons or any equipment that does not have wheels.**
4. **NO water containers that are subject to leaking.**
5. **NO dirt, bricks or any abrasives that can come into contact with floor.**
6. **NO nailing, stapling, TAPING or drilling holes into the floor, walls, windows, or doors. Clear TAPE and "Sticky Tack" may be used to secure decorations to the walls and tables, but must be completely removed at the end of the event.**
7. **NO open flames allowed in building.**
8. **NO glitter, confetti paper, plastic, metallic, etc.**

All of the above pertain to the gymnasium floor, foyer floor and stage floor. Any violation of the above will be subject to damage charge to reimburse the City of Union for expenses in repairing or touch up flooring and forfeiture of deposit.

MEETING ROOM USE/RENTAL

1. All reservations must be requested and approved prior to use.
2. All meeting rooms reserved for use, other than that of official business by local governmental jurisdictions (City, County, School) or City appointed committees shall require a fee of \$25.00 per use, payable in advance, as well as a \$100.00 damage deposit.
3. All kitchen facilities shall be cleaned after use by renter. Trash shall be removed and the tables and chairs are to be put back as they were found.

I _____ understand and fully agree to all the conditions of this agreement and will NOT HOLD the City of Union or any of it's employees or representatives liable for any accidents that may occur while we occupy the building.

Renter/Acknowledgement of Rules

Date

City of Union Representative

Date

EXHIBIT A

A certificate of Insurance that specifically names the City of Union as "additional insured" in the minimum amount of \$1,000,000 per occurrence + \$2,000,000 annual aggregate may be required for certain events deemed necessary prior to rental date. The certificate must be accompanied by an additional insured endorsement from the underwriter. The City reserves the right to require higher insurance limits for events that are considered high risk activities by the City's insurance carrier.

Date: _____

HOLD HARMLESS AGREEMENT

I/We, _____
agree to protect, indemnify save and keep harmless, The City of Union, against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about said premises, causing injury to any person or property whomsoever and whatsoever and will protect, indemnify and save and keep harmless the above mentioned parties from any and all claims, costs or expense arising out of any failure of the contractor in any respect to comply with and perform all the requirements and provisions agreed to and required by any law or ordinance, during period commencing _____ at the premises known as 500 E. Locust Street, Union, Missouri a/k/a Union City Auditorium Building.

Signature of renter

Rental Date: _____

Renter: _____

**CITY OF UNION
CONTRACT FOR USE OF CITY AUDITORIUM**

This contract, made and entered into this _____ day of _____, _____, by and between the City of Union, Missouri hereinafter referred to as "City" and _____ hereinafter referred to as "Renter", WITNESSETH:

1. The City agrees to rent the Union Auditorium/Meeting Rooms to Renter on the following date/time(s) _____ (a.m.)(p.m.) to _____ (a.m.) (p.m.) except that all facilities shall be subject to the closing hours set forth in the rules and regulations for the use of City facilities.

2. The facilities set out above shall be used for the following purpose _____.

3. The Renter agrees to pay the City the sum of _____ (\$ _____).

4. The Renter further agrees to pay the City the sum of _____ (\$ _____) as a damage deposit, prior to the date of the event. THE RENTER AGREES TO BE ABSOLUTELY RESPONSIBLE FOR ALL DAMAGES TO THE FACILITIES RENTED, AND THE ADJOINING RESTROOMS AND HALLWAYS, WHICH OCCUR DURING RENTER'S EVENT. The damage deposit shall be refunded after the date of the event if there are no damages. If there are damages, the amount needed for repair shall be deducted from the damage deposit, and the balance returned to the Renter after repairs are made. If the amount for repairs exceeds the amount of the damage deposit, Renter agrees to be liable and responsible for the difference.

5. Upon full payment of the rental amount plus damage deposit, the City will give to the Renter a key for the use of the facility, the day prior to rental.

6. Renter agrees to obey and abide by the rules and regulations for the use of city facilities. (Rules signed dated and received by renter on _____.)

7. Renter agrees to assume the responsibility of inspecting the premises rented herein and agrees to report any defects or dangerous conditions to the City, if any exists. The Renter covenants that they will indemnify and hold harmless the City of Union from any loss, damage, cost, charges or expenses, whether to persons or property to which the City of Union may have been put by reason or any action, neglect, omission or default on the part of the Renter.

8. This contract shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, in duplicate, the day and year FIRST written above.

Renter Date

City of Union Representative Date

Insurance received: ___ Yes ___ No ___ N/A

Deposit: \$ _____ Date: _____

Payment: \$ _____ Date: _____

Payment: _____ Date: _____