PHOENIX PARK PAVILION
RULES AND REGULATIONS

1. Reservations

a) Phoenix Park Pavilion is available for rent April through October.

b) Reservations are made on a first-come, first-served basis and may be booked one (1) year in advance. All reservations must be made at least two (2) weeks prior to scheduled date. No oral agreements for use of the Pavilion shall be valid. Dates will not be "reserved" and reservations are not confirmed until the Agreement is completed and all appropriate fees have been paid.

c) Renter must be twenty-one (21) years of age to rent the Pavilion and must be on-site during the Activity.

d) The City reserves the right to postpone, cancel or delay any Pavilion Rental.

e) Use of Pavilion is non-transferable and no sublet shall be initiated by the Renter.

2. Fees

a) Fees:

a. Renter agrees to pay the City of Washington the entire rental fee and damage/key deposit at the time of reservation.

Phoenix Park Pavilion Rental Fee:	**$75.00**
Damage Deposit	**$100.00**

b) All rental fees and deposits will be processed at the time of payment.

c) Renter agrees to pay the City a damage/key deposit in the amount $100.00 which Renter agrees constitutes as a refundable fee *(Provided Renter has satisfied all requirements set forth in the terms and specified.)*

d. A $25 Non-Sufficient Funds Fee (NSF) will be assessed for returned or cancelled checks.

e. Rentals must be made in person at the Parks & Recreation office Monday-Friday 8am-5pm.

3. Emergency

a) Emergency:

a. If you have an emergency, please call Dispatch at 636-390-1050. The Police will ask to see your Receipt/Rental Agreement.

b. There will be an additional minimum charge of $90 per call out if a Parks employee is called out. Fee will be taken from the damage deposit.

4. Cancellations and Refunds

a) Cancellations:

a. Cancellations made within 24 hours of the reservation will be given a full refund.

b. Cancellations made within sixty (60) days of the scheduled rental will receive 15% less the rental fee.

c. Cancellations made less than sixty (60) days of the scheduled rental will result in forfeiture of the rental fee.

d. Advanced payments may be credited to a future date, as long as the schedule permits the Activity to be rescheduled within the same calendar year.

e. Refunds will not be issued to inclement weather.

f. Cancellations can be made via emailing cwarren@washmo.gov, rpeirick@washmo.gov or calling 636-390-1080.

b) Refunds:

a) Cancellation Refunds:

a. Cancellation Refunds will be refunded to the Renter within thirty (30) days after the cancellation.

b) Damage Deposit Refunds:

a. Any unused portion of the damage deposit may be refunded to the Renter after the Activity usually within thirty (30) days. However, the damage/key deposit may be held at the discretion of the City for any period of time necessary to determine the full extent of damages.

c) Abusing Policies:

a. Approval of the Agreement will be granted with the understanding that the City reserves the right to cancel the Agreement, with or without notice, and refund all monies paid in the event the Pavilion becomes unavailable because of some physical and/or hazardous condition.

b. If Renter violates any of the terms or conditions of the Agreement, the City shall have the right to immediately terminate the 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.

c. The Director of Parks and Recreation and his/her designee reserve the right to refuse the privilege of Renting the Pavilion due to abusing policies of the Pavilion, Park or City. In addition, any individual/group charged with a second occurrence of abuse may be barred from making future reservations. If Renter violates any of the terms or conditions of the Agreement, the City shall have the right to immediately terminate without notice or refund.

5. Park Rules

a) All Park Rules and Regulations apply during Pavilion Rentals**.** (City of Washington Ordinance No. 4295,) visit www.washmo.gov to view the ordinance.

6. Laws and Ordinance:

a) All individuals/groups using the Pavilion shall comply with all federal, state, county or local laws including all City of Washington ordinances and all rules, regulations and requirements of the Police and Fire. Fire lanes must remain clear at all times.

7. Pavilion Use:

a) Occupancy:

a. Maximum Occupancy is 36 people. Pavilion has (6) 6’ picnic tables.

b. Pavilion is 100 square feet.

b) Alcohol & Smoking:

a. All state liquor laws and regulations must be followed.

b. When appropriate, the Renter may be required to procure and maintain, at its sole cost and expense for the duration of the rental, Liquor Liability insurance in the name of the Renter. 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.

c. City of Washington Ordinance No. 13-11119, Section 260.030 Prohibits smoking in all enclosed public areas within the City of Washington, Missouri. Visit www.washmo.gov to view the ordinance.

d. Smoking is *prohibited* within twenty (20) feet of all outdoor playgrounds and within ten (10) feet outside the main entrance and ventilation of buildings.

c) Decorations:

a. No decorations or other materials shall be nailed, tacked, stapled, screwed, to any part of the Pavilion (Structures, tables, trash receptacles, etc.).

b. The use of glitter and/or confetti is *prohibited*.

c. The use of any open flame *is prohibited* in the Pavilion.

d. All equipment and decorations used in conjunction with a Rental at the Pavilion must be free standing. Anchoring equipment and/or decorations is not allowed.

d) BBQ Grill:

a. Does NOT have a BBQ Grill; however, renter is allowed to bring one. Grill must stay outside the pavilion. Hot coals must be cooled or doused with water after use. Disposing of coals in the park *is prohibited*.

e) Electric:

a. Pavilion has electric. Lights come on at dark.

8. Rental Hours, Set Up & Clean Up

a) Rental hours: Noon-Midnight *(daily)*

b) If the Renter is in the Pavilion prior to the rental start time and the pavilion has not been cleaned, Parks and Recreation staff will not clean or remove the trash from the pavilion.

c) Renter will be held responsible for all set up and all damages to the Pavilion during the scheduled Rental resulting from their usage.

d) If bringing in outside *(Catered)* food and beverages, the Renter must make proper arrangements to have it delivered, unloaded and removed prior to the rental ending. The selling of food and/or beverages are *prohibited*, unless specifically approved in writing by the Director of Parks and Recreation or his/her designee.

e) If picnic tables are moved, the Renter will be responsible for returning them.

f) **The Renter is responsible for placing trash in cans and gathering it next to the trash cans.**

g) At no time shall fixtures be removed from premises without prior approval from the Director of Parks and Recreation or his/her designee.

h) Renter is responsible for taking down and cleaning up all decorations.

i) Renter must remove all personal property/equipment (i.e. lighting, audio/visual, tables, chairs, etc.) including property owned by the Renter, as well as property borrowed or leased. Items left on site after the rental period will result in an additional rental charge.

9. General Usage:

a) Renter MUST have a copy of the receipt/rental agreement with them at the time of the scheduled Rental of the Pavilion.

b) Rental of the Pavilion ONLY includes the exclusive use of the Pavilion. Rental of the Pavilion DOES NOT include exclusive use of the outside restroom, tennis courts, trail nor does it give the Renter or guest special privileges in any other part of the park.

c) The use of inflatables is *prohibited*.

d) Food and beverages are allowed; however, glass bottles *are prohibited.*

e) The Pavilion may not be used for the operation of business activities, unless specifically approved in writing by the Director of Parks and Recreation or his/her designee.

f) Renter is responsible for all items in the pavilion. Items missing or damaged will be deducted from the renters' Damage Deposit. For additional charges beyond the Damage Deposit; the Police Department will be contacted.

g) The placement of equipment (i.e. risers, platforms, tables, chairs, gazebos, arches, alters, speakers, bars, etc.), *is prohibited* outside of the Pavilion, unless specifically approved by a Special Use Permit.

h) All vehicles/equipment must remain in designated parking areas at all times. The use and/or placement of vehicles/equipment on sidewalks and/or grass areas within the park is *strictly prohibited*.

i) 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 Pavilion, park facilities and grounds.

j) The City is not responsible for restricting access during Activities. In some cases, the Renter will agree to employ at their sole expense, police and/or security officers to be present at least thirty (30) minutes prior to the beginning of the Activity, during the entire Activity, and up to thirty (30) minutes thereafter. The City reserves the right to and shall have the authority to stipulate a reasonable number of police and/or security officers which it deems to be necessary for a particular Activity so as to insure the safety of the public, the premises and the Pavilion at all times during which the Pavilion is used and occupied by Renter, or by persons authorized by Renter.

10. Insurance, Hold Harmless & Renters Release

a) The Renter is required to maintain Comprehensive General Liability Insurance in the name of the Renter, at its sole cost and expense, for the duration of the rental. The insurance policy must cover, in addition to the general public, and any other individual participating in or attending the activity for which the Pavilion is rented.

b) If the rental is paid by a business check or card, the renter must furnish proof of coverage through a Certificate of Insurance naming the City of Washington as an additional insured along with an endorsement page, three (3) weeks prior to the scheduled Rental.

11. Hold Harmless:

The applicant does hereby agree to indemnify the City of Washington, its officers, volunteers, agents, representatives and employees (collectively the "Entities") and save them harmless from any loss, damage or expense arising from the claim or demand or any person to or against said Entities on account of or as a result of the applicant's Special Activity. In case of any action, or actions, or other legal proceedings, shall be brought or instituted against the City or the Entities, the applicant will assume the defense thereof, and will indemnify and save harmless the Entities against all costs, expenses, council fees and judgements resulting therefrom providing said Entities reasonably cooperate with the applicant, its agents, employees and designees in the defense of said legal proceedings or actions.

12. Renters Release:

a) All Pavilion rules are subject to the discretion of the City of Washington. The City of Washington reserves the right to modify or waive any rules as it deems necessary and in the best interest of the city.

b) Failure to comply with the Pavilion Rules as well as the City of Washington's Park Rules and Regulations may result in the cancellations of the activity, forfeiture of all fees/deposits, and any forfeiture of the right to use the Pavilion in the future. Permits are revocable at any time for violations of rules, ordinances, federal, State, County or local laws.