



**Facility Rental Payment Holder Information**  
*For use of Community Facility and Grounds*  
*City of Overland*

**Contract Holder Information:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Valid Phone Number: \_\_\_\_\_

**Security Deposit Holder Information:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Valid Phone Number: \_\_\_\_\_

**In Case of Refund Information:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Valid Phone Number: \_\_\_\_\_

**Office Use Only:**

Application # \_\_\_\_\_ Date: \_\_\_\_\_ Initials \_\_\_\_\_



# HOLD HARMLESS AGREEMENT

*For use of Community Facility and Grounds  
City of Overland*

1. "I/We/Me/My" shall mean:

**INDIVIDUAL / ORGANIZATION**

Name: \_\_\_\_\_ C/O: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

2. **General Information:**

Rental Date: \_\_\_\_\_ Rental Site: \_\_\_\_\_

Total Hours Site is Needed: \_\_\_\_\_ Rental Times: \_\_\_\_\_

Activity to be held: (describe in detail) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Consultant Agreements for Public Entities

The Individual/Organization listed above agrees to indemnify, hold harmless, and defend the City of Overland, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorney's fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's subcontractors if any) performance or breach of the contract provided that such claim damage, loss, or expense is (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting there from, or from negligent acts, errors or omissions and (2) not caused by the negligent act or omission or willful misconduct of the City of Overland or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract."

\_\_\_\_\_  
Name of Representative

\_\_\_\_\_  
Today's Date

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Facility Contract / Permit Number



# City of Overland

## 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. 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.
2. 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.
3. **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.
4. 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 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. A signed Hold Harmless Agreement is required by the Contract Holder as a representative of the party.
5. **All Diagrams must be turned in 1 week prior to the event to ensure proper layout of the room.**
6. **The City of Overland shall not be held liable for losses incurred by the user/renter due to cancellation.**
7. 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**

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Name (Signed)

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Date

\*Please sign and date to verify you have received the Facility Use & Rental Policy

8. **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.
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 check out 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. 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.
10. 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.
11. **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.**

## **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 3-4 weeks from when the rental event occurred.
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 \$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. The City may take legal action to recover these costs.

## **Visitation Appointments**

1. We would be happy to schedule an appointment for you to visit our Wild Acres Banquet Facility and/or the Overland Community Center to see it again. Please contact us via phone at 314-428-0490 so we can coordinate a date and time when the Hall and/or the Center is not occupied. We do not schedule viewings on days the facility is being occupied to maintain privacy and tranquility for our renters. We appreciate your cooperation.

## 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.

## Availability of Facilities

1. Rental activities must take place between regularly scheduled Community Center hours and are to 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 12 a.m. including clean-up time. Groups or individuals who stay at least a half hour beyond their scheduled ending time will be charged double the rate /price for each room rented, which will be taken from the Security Deposit on file.**
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 Years Day, Good Friday, Easter Sunday, Memorial Day, Forth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
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 submitted one 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 clean up 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 gymnasium 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. 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.

## **Supervision and Security**

1. All activities must be under competent adult supervision approved by the Community Center Director. User groups must take reasonable steps to ensure orderly behavior and will be required at their expense to provide approved security personnel as determined necessary. If deemed necessary by the Director, the group will take additional security precautions at the renter's expense.
2. The adult resident sponsor (Contract Holder) is responsible for all children attending the function and will be held liable for their actions. Youth activities must have an adult sponsor and have adequate chaperones, at least 1 adult for every 10 youth in attendance that are 16 yrs. in age and under.
3. Rental groups are not permitted to store materials in the facility prior to the rental time. The Community Center cannot be held responsible for lost or stolen items and rental groups are asked to take appropriate precautions.
4. The adult resident sponsor is responsible for the behavior and actions of any and all persons attending the rental event. The Community Center reserves the right through its manager or representative, to eject any objectionable person or persons from the Community Center. Upon the exercise of their authority, through its manager, agent or police officer, the renter waives any right and all claims for damages against the City of Overland or any of its agents.
5. At the discretion of the Parks and Recreation Department Director or the Police Officers present at a rental, a rental may be cancelled without refund or pro-rating of fees if the rental participants do not adhere to the City of Overland Facility Rules.
6. The Overland Community Center will notify City of Overland Police in advance of all rentals, not as security, but to make them aware of the event.

## 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 Use**
  - a. **Smoking and tobacco use is prohibited throughout the entire building.**  
Designated smoking areas are available outside the building for your convenience. Guests or persons hired by the renter who continue to smoke in unauthorized areas are subject to immediate removal.
  - b. The City Overland reserves the right to enforce state law, and in its sole discretion may call the police, terminate your event, or take other steps to ensure compliance with the 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. **No candles, open flames, or items containing gas in them are allowed.**
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 those trained to assist disabled persons.

## Decoration and Setup

1. Decorations in the form of confetti, 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 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. Banners, signs, balloons, etc. may be tied or hung from the posts or beams.
5. Helium balloons may be allowed at certain facilities under the following conditions:
  - a. 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.
  - b. If a balloon floats to the ceiling, notify the designated site staff immediately.

- c. If the alarm system activates due to a helium balloon, you may be billed for false alarm charges incurred
6. If plants or flower arrangements are placed on any interior surface, a clear plastic saucer or plate must be used to protect the property.
7. Decorations are the sole responsibility of the Renter. The City of Overland is not responsible for any damages or theft of decorations.
8. 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.
9. No cooking is to take place on site. Foods are to be refrigerated or kept warm only.
10. 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.
11. 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.

## **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 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 is not permitted indoors at any of the facilities.
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 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 Sunday's 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. 7lb 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 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:
  - i. 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 \$1,000,000 per occurrence, \$2,000,000 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.

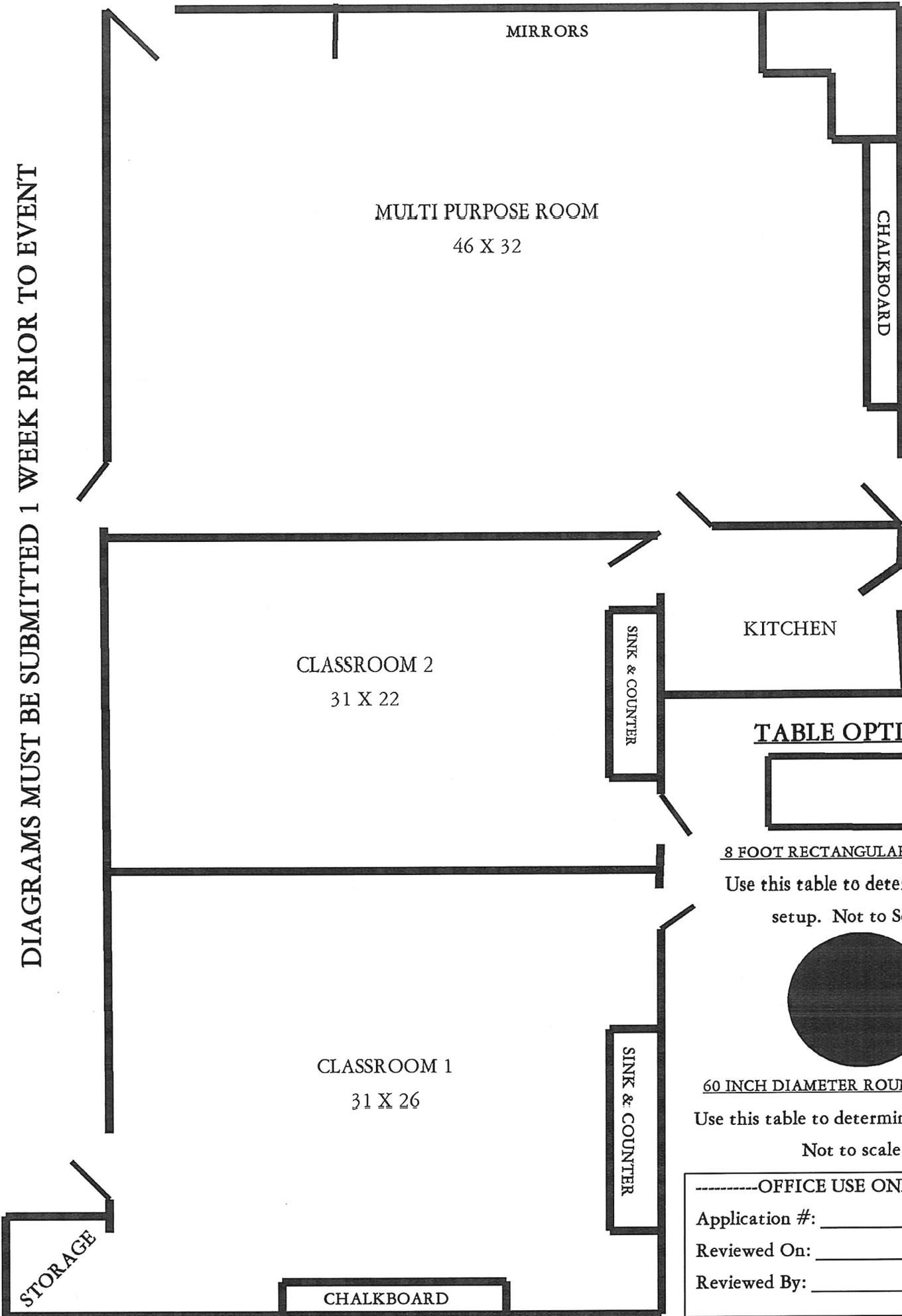
### **Special Equipment**

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 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 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.

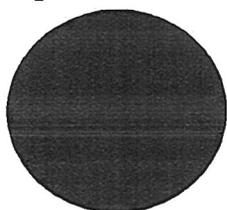
DIAGRAMS MUST BE SUBMITTED 1 WEEK PRIOR TO EVENT



**TABLE OPTIONS :**



8 FOOT RECTANGULAR = SEATS 8  
Use this table to determine your setup. Not to Scale..



60 INCH DIAMETER ROUND = SEATS 8  
Use this table to determine your setup. Not to scale.

-----OFFICE USE ONLY-----

Application #: \_\_\_\_\_

Reviewed On: \_\_\_\_\_

Reviewed By: \_\_\_\_\_

DIAGRAMS MUST BE SUBMITTED 1 WEEK PRIOR TO EVENT



Use this table to determine  
your setup.



Use this table to determine  
your setup.

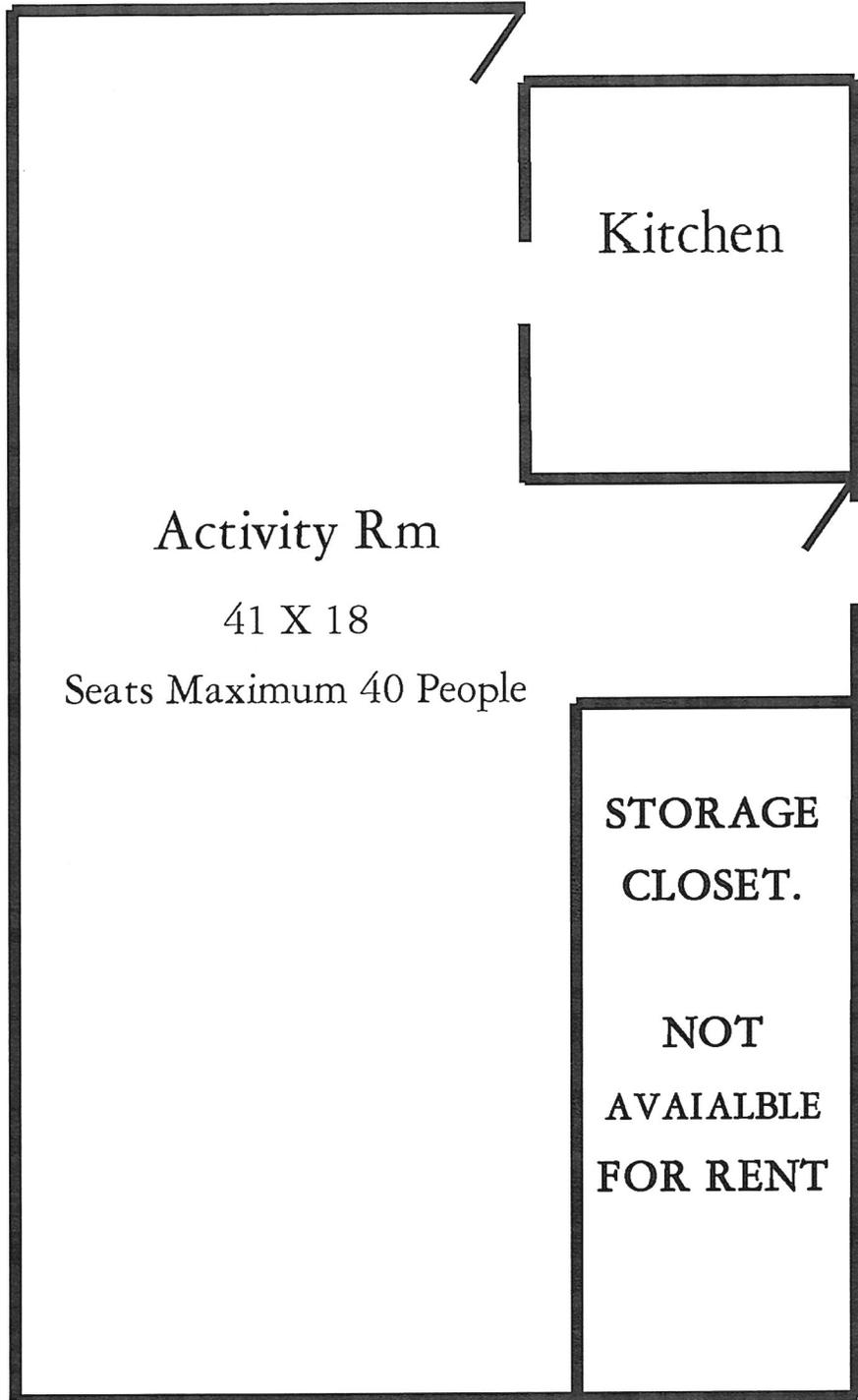


Table Options:

8 FOOT RECTANGULAR BANQUET TABLE = SEATS 8

AND / OR

60 INCHES DIAMETER ROUND TABLE = SEATS 8

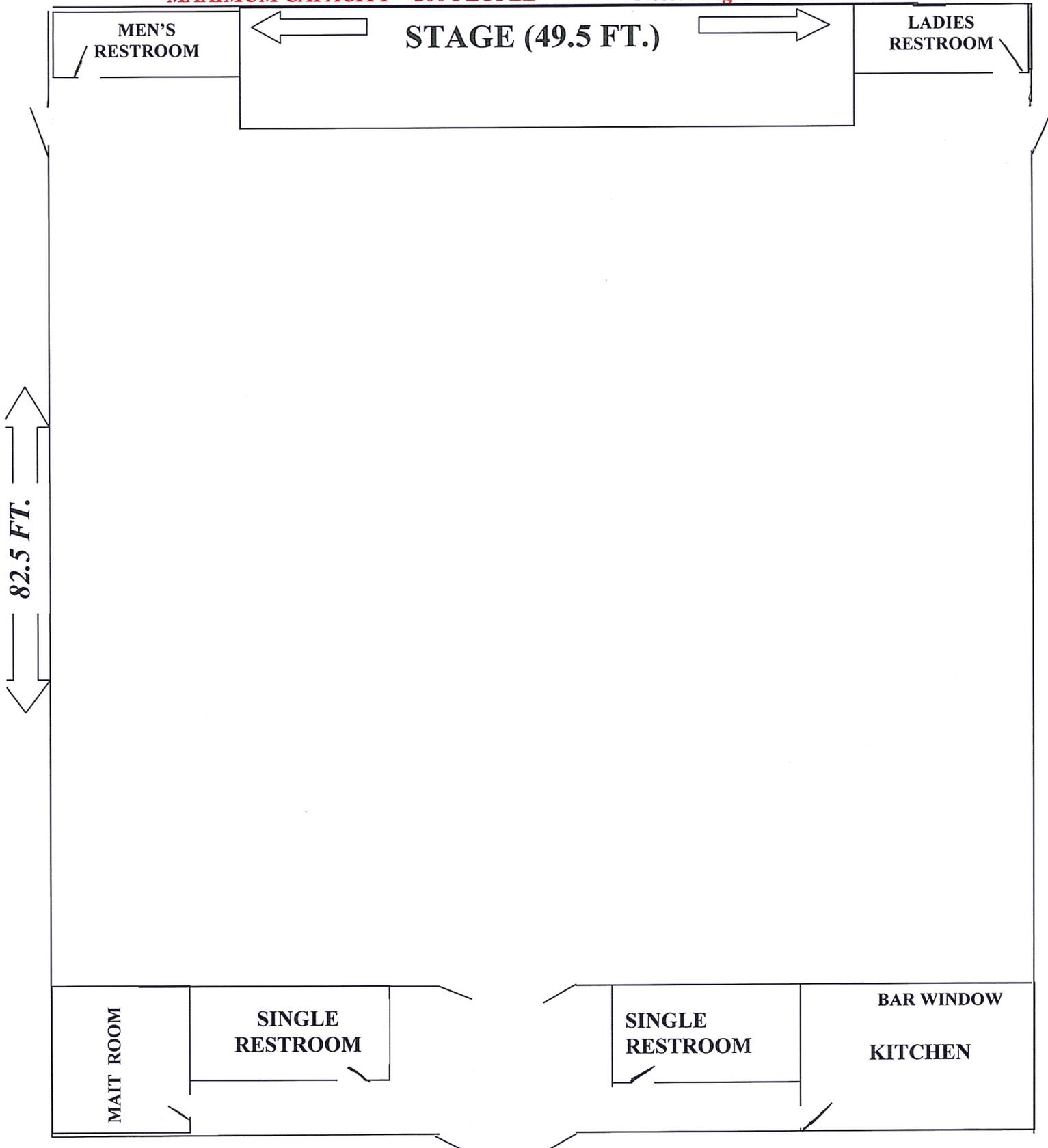
-----OFFICE USE ONLY-----

Application #: \_\_\_\_\_ Reviewed on: \_\_\_\_\_ Reviewed By: \_\_\_\_\_

# WILD ACRES BANQUET HALL

MAXIMUM CAPACITY = 200 PEOPLE

*\*Note: Diagram is not to scale\**



**DIAGRAMS MUST BE SUBMITTED 1 WEEK PRIOR TO THE EVENT!**

Application #: \_\_\_\_\_ Reviewed On: \_\_\_\_\_ Reviewed By: \_\_\_\_\_ Revised as of 11/2/2016