

# Maryland Heights Community Center

## Room Rental Rules and Regulations

### Reservations

- The person/contract representative renting the facility/signing the contract must be on the premises the entire time of the rental. Renter must sign in at the Welcome Desk upon arrival and must be present for the walk through prior to the end of the event. Failure to do so may result in loss of deposit.
- The reservation time period includes all preparation, activities and clean up. Any pre-approved extension of the reservation time period will result in applicable charges. No time extension will be granted the day of event.
- Renter must be at least 18. To receive resident rates, renter must have a current Maryland Heights Privilege Card.
- The City reserves the right to postpone, cancel or delay any rental of the facility.
- Use of the room is non-transferable and no sublet shall be initiated by the renter.
- Any accidents/injuries occurring on the property must be immediately reported to the Welcome Desk and an injury form must be completed.
- Renter will be responsible to pay the City of Maryland Heights for any and all damages to the facility and or extraordinary cleaning resulting from usage.

### Fees & Deposits

- Renter agrees to pay the full rental fee at the time of reservation. This includes the deposits and all additional add-ons.
- Security deposit will be credited back to the card used for rental payment. If deposit refund is in the form of a check, it is returned to renter only and may not be issued to a third party.
- If you or your guests are still in your room 15 minutes after your allotted time, half of your deposit will be forfeited. If you or your guests go past 30 minutes of the allotted time, your entire deposit will be forfeited.
- In the event of cancellation, at least 91 days notice is needed to receive a 100% refund, including all deposits. If 61-90 days notice is given, a 50% of room rental fees and 100% of add-ons and deposits will be issued. If 31-60 days notice is given, a 25% of room rental fees and 100% of add-ons and deposits will be issued. If 30 days or less notice is given, a 0% refund of room rental fees and 100% of add-ons and deposits will be issued.
- If you call 48 hours or more in advance requesting a reschedule, we will accommodate your request one time. If the reschedule request is made less than 90 days you will lose deposit. You must hold your event on the rescheduled date. A new date must be provided at the time of reschedule request. No refunds or cancellations will be accepted after a reschedule request is made.
- Approval of the Reservation 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 room becomes unavailable due to physical and/or hazardous conditions.

- If renter violates any of the terms or conditions of the Agreement, the City shall have the right to immediately terminate 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.
- Add ons/extras are not refundable after your rental begins. Unused rental time will not be refunded.

### General Information & Rules

- All Facility Rules and Regulations apply during Rentals.
- Rental of a room does not include exclusive use of the facility such as restrooms, hallways, patio, lobby or other rooms. Nor does it give the Renter or guest special privileges in any other part of the facility.
- Renter and their activities are to remain exclusively in their assigned room(s). Children must be supervised at all times. Preschool playground adjacent to patio is OFF LIMITS to rentals.
- Food and drink are allowed, however no glass bottles or containers are allowed in the facility, including the patio. Bartender may use glass bottles only in the kitchen to pour drink into a non-glass cup.
- If bringing in outside (catered) food and beverages, the Renter must make proper arrangements to have them delivered, unloaded, loaded and picked up. All food and beverages may only be brought in and picked up during the contracted Rental period. All items, including beer kegs must be removed from the premises prior to the end of the rental time.
- City employees will not sign for any items delivered for your function. Nothing can be delivered, dropped off or stored prior to or after your rental period.
- Renter must choose pre-approved set-up after booking/payment is made. MINOR changes to set-ups can ONLY be made at the time of booking/payment. At no time shall furniture or fixtures be moved, removed or rearranged by the renter or guests.
- The renter is responsible for cleaning off all tabletops and the removal of any and all decorations. All trash must be in the provided trashcans. Clean up must be completed prior to the contract departure time.
- No person shall mark or deface the facility. Only table decorations are allowed. No decorative or other materials shall be tacked, taped, glued, pinned or otherwise physically attached to any part of the room.
- Metallic confetti and glitter are not permitted. Use of these items will forfeit your deposit.
- All equipment and decorations used in conjunction with a Rental must be free standing. Anchoring equipment and/

or decorations is not allowed. Any equipment needed for the Rental must be provided by the Renter or rented from a private source.

- 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 meeting rooms, Maryland Heights Community Center or grounds.
- No renter is allowed to use open flames or heat sources, including, but not limited to; fire, candles, fire pits, heater, or luminaries in the building or on the patio.
- All renters and their guests must enter and exit through the main lobby doors.
- Renter must adhere to the fire code capacity as designated by the Fire Marshall.
- No smoking or vaping is permitted within 25 feet of entry doors. The use of lighted or heated smoking material, tobacco product or illegal substance in the facility or patio is strictly prohibited. This includes e-cigarettes.
- Use of these items will forfeit your deposit.

## CONDUCT/BEHAVIOR

- Having alcohol at your event requires additional fees and 30 days advance notice, if rental ends after normal business hours. ALCOHOL CANNOT BE SOLD. Renter agrees to take all reasonable steps necessary to assure all local, state and federal laws are complied with including, but not limited to, prohibiting any person under the age of 21 from consuming alcoholic beverages on premises. Violation of any such guidelines or misrepresentation of such may be cause for immediate cancellation of rental.
- Rentals may not be open to the public, charge admission for profit or conflict with any program/event managed by the Parks & Recreation Department.
- The City, through its representatives, agents, and employees, reserves the right to control all activities at the Community Center and to eject any person(s) who is objectionable and causes disfavor to the rules and regulations.
- The City, through its representatives, agents, and employees may revoke any Agreement previously granted at any time if it is determined that the application for permit contained any misrepresentation or false statement, or that any condition set forth in the policies governing the Agreement is not being complied with, or that the safety of the participants in the Rental of the applicant or other patrons of or visitors to the Community Center is endangered by the continuation of such activity.
- Renter, its agents, servants, employees, assigns, successors, invitees, and licensees at all times agree to fully abide by City rules and regulations.
- Renter is responsible to see that all activities are properly controlled; all rules are enforced, and must be on site at all times.
- Renter agrees that he/she will, to the extent possible, take every action necessary to prevent any and all disorderly or boisterous conduct or immoral practices of any kind on/ or about the premises by its agents, servants, employees, assigns, successors, invitees and licensees.
- The proposed activity or use is not to reasonably anticipate

to inciting violence, crime or disorderly conduct and will not entail unusual, extraordinary or burdensome expense, or police operation by the City.

## Other

- **Laws and Ordinances:** All groups using the Maryland Heights Community Center shall comply with all laws whether they are federal, state, county or local to include all ordinances of the City of Maryland Heights and all rules, regulations and requirements of Police and Fire. Fire lanes in front of and behind the building must remain clear at all times. Any group using the facility shall agree to abide by and conform to all rules and regulations, which may be adapted from time to time. Included would be any and all alterations that might be imposed on the operational hours and utilization policies.
- **Insurance Requirements:** When appropriate, the Renter may be required to procure and maintain, at its sole cost and expense for the duration of the Agreement, Comprehensive General 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. If required, the insurance policy must cover, in addition to the general public, any other individual participating in or attending the activity for which the room is rented. The General Liability insurance shall be written by a carrier with an A:VII or better rating in accordance with the current Best Key Rating Guide, and only insurance carriers licensed and admitted to do business in the State of Missouri will be accepted. Renter must furnish proof of coverage through a Certificate of Insurance naming the City of Maryland Heights as an additional insured along with an endorsement page two weeks prior to the Rental.
- **Renter's Release and Hold Harmless –** In consideration of being permitted to rent the Maryland Heights Community Center for the activity, the Renter agrees as follows: "No liability either expressed or implied, will be incurred by the City, its agents, servants, and employees, arising out of the use of the room by Renter, its agents, servants, employees, assigns, successors, invitees, licensees, during the date and time specified in the Agreement. Renter agrees to indemnify and hold harmless the City, its agents, servants, employees, from and against any and all liability for damages arising from injuries to persons or damage to property occasioned by any negligent acts or omissions of Renter its agents, servants or employees, including any and all expense, legal or otherwise, which may be incurred by the City or its agents, servants or employees, in defense of any claim, action or suit, irrespective of any claim that an act, omission or negligence of the City or its agents, servants or employees contributed to such injury or damage."
- **Abusing Policies:** The Director of Parks and Recreation and his/her designee reserve the right to refuse any group the privilege of renting the Community Center due to abusing policies of the facility. In addition, any group charged with a second occurrence of abuse may be barred from making further reservations. If Renter violates any of the terms or conditions of the Agreement, the City shall have the right to immediately terminate their rental without notice or refund.