



**CITY OF WASHINGTON
PARKS AND RECREATION DEPARTMENT
PAVILION PERMIT**

NAME/ORGANIZATION: _____

FACILITY: _____

DATE: _____ **BEGIN TIME:** _____ **END TIME:** _____

ATTENDANCE: _____ **ACTIVITY:** _____

THIS PERMIT AGREEMENT ("Agreement), made and entered into this _____ day of _____, 20____, by and between the City of Washington by and through its authorized representative, herein referred to as (the "City") and _____, a(n) (individual/group) (the "Lessee").

WITNESSETH:

WHEREAS, the City is the owner and operator of the Pavilion known as _____

_____ herein referred to as ("Facility") located in the City of Washington, Franklin County, Missouri; and

WHEREAS, The City desires to make available said Pavilion on a rental basis for the purpose of personal, business, social, and recreational activities that have acceptable value for the enjoyment of family, friends, co-workers, employees, citizens and visitors of the Community, herein referred to as ("Activity/Activities"), and

NOW THEREFORE, for and in consideration of the following promises, covenants and conditions, the parties hereto agree as follows:

I. ACTIVITY INFORMATION

The Lessee may occupy the above stated/described Pavilion, and time(s) and date(s) for the said Activity as outlined below.

CLASSIFICATION

All Activities at the Pavilion shall be classified as one of the following: Private, Non-Profit, Commercial.

ACTIVITY

Activity – Full description and/or name of function or activity for which the Pavilion is to be rented:

II. LESSEE INFORMATION

Lessee (Name of Individual, Company, Corporation, or Organization): _____

Address: _____

Phone: (H) _____ (W) _____ (C) _____

Fax: _____ E-mail Address: _____

Contact Name: _____ Phone: _____

III. LEASE OF PAVILION

The City hereby leases to the Lessee and the Lessee hereby leases from the City, said Pavilion for Activity and according to the terms and conditions specified. The City leases the Pavilion to the Lessee only for the above stated/described Activity. The Lessee may occupy the above stated/described Pavilion for the said Activity. Occupancy of the Leased Pavilion, herein referred to as (“Rent/Rental”), the Lessee shall pay to the City the stated amount(s).

FEES/DEPOSITS. Lessee hereby submits to the City and the City hereby acknowledges receipt of the following:

Lessee agrees to pay the sum of _____ Dollars \$_____, which Lessee agrees constitutes as a non-refundable security deposit at the time of reservation for the Rental of the Pavilion for the above-stated Activity on the date(s) and time(s) indicated.

Lessee agrees to pay the sum of _____ Dollars \$_____, which Lessee agrees constitutes as a non-refundable fee which is due one (1) week prior to the time of the scheduled Activity, for the remaining balance owed for the Rental of the Pavilion for the above-stated Activity on the date(s) and time(s) indicated.

Lessee agrees to pay the sum of _____ Dollars \$_____, which Lessee agrees constitutes as a refundable damage deposit (Provided Lessee has satisfied all requirements set forth in the terms and specified.), which is due one (1) week prior to the time of the scheduled Activity, for the above-stated Activity on the date(s) and time(s) indicated.

PERMITS AND NOTICES. All permits and notices to the City regarding the Agreement shall be directed to: **City of Washington, Parks and Recreation Department, 405 Jefferson, Washington, Missouri 63090; (636) 390-1080.**

COMPLIANCE WITH LAWS AND FACILITY RULES. The Lessee and Lessee's guest shall at all times maintain proper conduct and decorum and shall comply with all laws, ordinances, rules, and regulations of the all governmental bodies having the authority over the Pavilion. Additionally, Lessee acknowledges receipt of the Pavilion Rules and Regulations (the "Pavilion Rules") attached as Exhibit A. The Lessee shall reimburse the City for all damage to the Pavilion and property arising from the Activity caused by Lessee or by the Lessee's guests, employees, agents or affiliated persons, ordinary wear and tear excepted.

CANCELLATION AND REFUND POLICY. See Pavilion Rules and Regulations.

INSURANCE. See Pavilion Rules and Regulations.

LESSEE'S RELEASE AND HOLD HARMLESS. In consideration of being permitted to Rent the Pavilion for the Activity, the Lessee agrees as follows:

"No liability either express or implied, will be incurred by the City, its agents, servants, and employees, arising out of the use of the Pavilion by Lessee, its agents, servants, employees, assigns, successors, invitees and licensees, during the date and time specified in the Agreement. Lessee agrees to indemnify and save harmless the City, its agents, servants, and 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 other omissions of Lessee its agents, servants, and employees, including any and all expense, legal or otherwise, which may be incurred by the City or its agents, servants, and 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."

LESSEE'S REPRESENTATIONS. If a corporation/partnership or organization the Lessee represents and warrants to the City that this Agent has full right, power and authority to execute this Agreement on behalf of the Lessee.

MISCELLANEOUS. This Agreement constitutes the entire Agreement between the parties, may be modified only by written agreement of the parties, and shall be governed by the laws of the State of Missouri.

In Witness whereof the parties have executed this Agreement as of the date first above written.

As the Lessee of the Pavilion and its amenities, and by my signature, I agree that I am the responsible party and fully understand and agree to adhere to and comply with all the rules and regulations, laws and ordinances of the City of Washington and Washington Parks and Recreation Department in the regard to the Rental Activity of the Pavilion and I agree to the above indemnification.

Lessee:

City of Washington:

By: _____

By: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Office Use Only

Security Deposit Paid: _____

Cash/Check: _____

Balance Paid: _____

Cash/Check: _____

Damage Deposit Paid: _____

Cash/Check: _____

Insurance: ____ Yes ____ No ____ N/A

Key: ____ Yes ____ No ____ N/A

Staff: ____ Yes ____ No ____ N/A