

EXHIBIT A

PAVILION RULES AND REGULATIONS

I. Reservations/Fees/Deposits/Refunds/Cancellations:

1. Reservations:

- a) Pavilions are available for rent seven (7) days per week from 12:00 p.m. (Noon) to 12:00 a.m.(midnight), with the exception of maintenance and special events, 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 one (1) week prior to scheduled date. No oral agreements for use of the Facility shall be valid. Dates will not be "reserved" and reservations are not confirmed until the Agreement is completed and signed by the Lessee and received by the Parks and Recreation Department and all appropriate fees have been paid.
- c) Lessee must be twenty-one (21) years of age to rent the Pavilion and must be on-site during the Activity. Youth activities (Those under the age of twenty-one (21), **MUST** have adequate chaperones of one (1) adult per ten (10) youths. A detailed list of chaperones will be required at least one (1) week prior to the scheduled rental date. Failure to comply could result in the forfeiture of the Activity.
- d) Groups and/or organizations seeking the Non-Profit classification must show Confirmation of their agency or organization's non-profit status, which may be found at the Missouri Secretary of State's website – www.sos.mo.gov/BusinessEntity/soskb/csearch.asp (Religious organizations or educational institutions not required to register with the State must provide documentation of their tax-exempt status – IRS determination, articles of incorporation, or audited financial statements.)
- e) The City reserves the right to postpone, cancel or delay any Rental of the Pavilion.
- f) Use of Pavilion is non-transferable and no sublet shall be initiated by the Lessee.

2. Fees and Deposits:

- a) Any reservation for which a Rental fee is involved, the Rental fee must be paid in advance of Activity. Additional charges may be assessed for property damages and extended occupancy periods. Lessee shall pay all charges in excess of the Rental fee within a reasonable amount of time once damage estimates have been made. If Lessee violates any of the terms or conditions of the Agreement, the City shall have the right to immediately terminate 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.

- b) Lessee agrees to pay the sum of fifty percent (50%) of said Rental amount, which Lessee agrees constitutes as a non-refundable security deposit (unless canceled in writing sixty (60) days prior to scheduled Rental date) at the time of the reservation for the Rental of the Pavilion for the Activity on the specified date(s) and time(s).
- c) Lessee agrees to pay the remaining fifty (50%) of said Rental amount, which Lessee agrees constitutes as a non-refundable fee one (1) week prior to the Activity for the remaining balance owed for the Rental of the Pavilion.
- d) If paying by check, Lessee shall pay all fees no later than thirty (30) days prior to the scheduled Activity.

3. Refunds and Cancellations:

- a) Refunds of fees require advance written notice of cancellations sixty (60) days or more prior to the scheduled Rental date. Advanced payments may be credited to a future date, as long as the scheduled permits the Activity to be rescheduled within the same calendar year. Cancellation notice of less than sixty (60) days of the scheduled Rental date will result in forfeiture of all Rental fees/deposits.
- b) 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.
- c) It shall be the Lessee's responsibility to notify the Parks and Recreation Department the following business day if Park Property was not used due to severe weather. Lessee may request a different Rental date. If proposed date is not available, a refund will be given.
- d) Any unused portion of the damage deposit may be refunded to the Lessee after the Activity. However, the damage deposit may be held at the discretion of the City for any period of time necessary to determine the full extent of damages.
- e) If Lessee 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.
- f) City shall refund any amount due within thirty (30) days after scheduled Activity.

II. General Information/Rules:

1. **Park Rules:** All Park Rules and Regulations apply during Rental of the Pavilion.

2. Pavilion Use:

- a) Pavilion occupancy is limited to the amount indicated on the Agreement.
- b) Rental of the Pavilion ONLY includes the exclusive use of the Pavilion. The Rental of the Pavilion DOES NOT include exclusive use of the restrooms, playground(s), athletic fields, sand volleyball courts, basketball courts, tennis courts, skate parks,

trails, and/or park grounds; nor does it give the Lessee or guest special privileges in any other part of the park.

- c) The use of amusement rides, inflatables, games, booths, activities, portable barbeque pits, bands and/or DJ's etc. **ARE PROHIBITED**, unless specifically approved by a Special Use Permit issued and signed by the Director of Parks and Recreation or his/her designee.
- d) The Pavilion may not be used for the operation of camps, day care, classes, or any other business activity, unless specifically approved by a Special Use Permit issued and signed by the Director of Parks and Recreation or his/her designee.
- e) No open parties or events are allowed. No admission or other fees may be collected on the premises. Only registered not-for-profit organizations may sell tickets with a Special Use Permit issued and signed by the Director of Parks and Recreation or his/her designee.
- f) If bringing in outside (Catered) food and beverages, the Lessee 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 said Rental period. All items **MUST** be removed from the premises prior to the end of said Rental time. The selling of food and/or beverages **ARE PROHIBITED**, unless specifically approved by a Special Use Permit issued and signed by the Director of Parks and Recreation or his/her designee.
- g) Only plug in one (1) item into any one (1) outlet at a time, as the circuit will trip.
- h) Food and beverages are allowed; however, glass bottles or containers **ARE PROHIBITED**, unless specifically approved by a Special Use Permit issued and signed by the Director of Parks and Recreation or his/her designee.
- i) Lessee will be held responsible for all cleanup/takedown, and all damages to the Pavilion and/or park during the scheduled Rental resulting from their usage.
- j) At no time shall furniture or fixtures be moved, removed or rearranged without prior approval from the Director of Parks and Recreation or his/her designee.
- k) The Lessee is responsible for the clearing off of all tabletops and the taking down of any and all decorations (the use of glitter and/or confetti is prohibited).
- l) Grilling must be confined to dedicated park grills. Hot coals must be cooled or doused with water after use. Disposing of coals on grass, at the base of a tree or at any other location is strictly prohibited. The use of portable barbeque grills/pits are prohibited, unless specifically approved by a Special Use Permit issued and signed by the Director of Parks and Recreation or his/her designee.
- m) If applicable, the Lessee shall be responsible for turning on/off the Pavilion lights and return the key after usage. (See key usage agreement).
- n) No decorative or other materials shall be nailed, tacked, stapled, screwed to any part of the Pavilion (Structures, picnic tables, trash receptacles, etc.) without special permission in writing from the Director of Parks and Recreation or his/her designee. Any individual/group

using the Pavilion agrees to leave the premises in as good of condition as it was prior to their usage.

- o) The use of glitter and/or confetti is prohibited.
- p) All equipment and decorations used in conjunctions with a Rental at the Pavilion must be free standing. Anchoring equipment and/or decorations to trees, tree grates, lamp posts, hand rails, etc. is not allowed. Any equipment needed for the Rental must be provided by the Lessee and/or rented from a private source.
- q) 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.
- r) Some of the parks have underground irrigation/sprinkler systems and utilities. To protect the irrigation lines and utilities, driving stakes, fence posts, flags, etc. IS PROHIBITED, unless specifically approved by a Special Use Permit issued and signed by the Director of Parks and Recreation or his/her designee.
- s) 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 issued and signed by the Director of Parks and Recreation or his/her designee.
- t) 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.
- u) There will be an additional charge if a park employee is called out after regular business hours.
- v) Lessee MUST have a copy of the permit with them at the time of the scheduled Rental of the Pavilion.
- w) If Lessee 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 damages, court costs and attorney fees.

3. Conduct/Behavior:

- a) The City through its representatives, agents, and employees, reserves the right to control all Activities at the Pavilion, park, facilities, and grounds and to eject any person(s) who is objectionable and causes disfavor to the rules and regulations.
- b) 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 for the in the policies governing the Agreement is not being complied with, or that the safety of the guest/participants in the Rental of the applicant or other patrons of or visitors to the Pavilion is endangered by the continuation of such Activity.

- c) Lessee, its agents, servants, employees, assigns, successors, invitees, and licensees at all times agree to fully abide by City rules and regulations.
 - d) Lessee is responsible to see that all Activities are properly controlled; all rules are enforced, and must have a designated person(s) of authority on site at all times.
 - e) Lessee 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 and/or about the premises by its agents, servants, employees, assigns, successors, invitees, and licensees.
 - f) The proposed Rental or use is not to reasonably anticipate inciting violence, crime or disorderly conduct.
 - g) The proposed Activity or use will not entail unusual, extraordinary or burdensome expense, police and/or maintenance operation by the City.
4. **Keys:** Keys for the Pavilion lights must be picked up at the Parks and Recreation Office on the day of your rental. If your rental is on a Saturday or Sunday, you must pick up your keys the Friday before your rental. The Parks Office is not open on weekends or holidays. The key(s) must be returned to the Parks Office, 1220 S. Lakeshore Drive, by 8:00 am the following day of your rental. There is a yellow key drop box on the east side of the Parks Office. If the key(s) is lost, the Lessee will be responsible for the cost of the new lock(s) and key(s).
5. **Liquor Laws:** All state liquor laws and regulations must be followed.
6. **Laws and Ordinances:** All individuals/groups using the Pavilion shall comply with all laws whether they are federal, state, county or local to include all ordinances of the City of Washington and all rules, regulations and requirements of the Police and Fire. Fire lanes must remain clear at all times. Any individual/group using the Pavilion shall agree to abide by and conform to all rules and regulations which may be adopted from time to time. Included would be any and all alterations that might be imposed on the operational hours and utilization policies.
7. **General Liability Insurance:** When appropriate, the Lessee may be required to procure and maintain, at its sole cost and expense for the duration of this Agreement, Comprehensive General Liability insurance in the name of the Lessee. 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, and any other individual participating in or attending the activity for which the Pavilion 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. Lessee must furnish proof of coverage through a Certificate of Insurance naming the City of Washington as an additional insured along with an endorsement page, one (1) week prior to the scheduled Rental.
8. **Liquor Liability Insurance:** When appropriate, the Lessee may be required to procure and maintain, at its sole cost and expense for the duration of this Agreement, Liquor Liability insurance in the name of the Lessee. 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.

Lessee must furnish proof of coverage through a Certificate of Insurance naming the City of Washington as an additional insured along with an endorsement page, one (1) week prior to the scheduled Rental.

9. 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."

10. Abusing Policies. The Director of Parks and Recreation and his/her designee reserve the right to effuse any group 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 any further reservations. If Lessee violates any of the~~ terms or conditions of the Agreement, the City shall have the right to immediately terminate without notice or refund.

ALL PAVILION RULES ARE SUBJECT TO THE DESCRETION OF THE CITY. THE CITY RESERVES THE RIGHT TO MODIFY OR WAIVE ANY RULES AS IT DEEMS NECESSARY AND IN THE BEST INTEREST OF THE CITY.

FAILURE TO COMPLY WITH PAVILION RULES ANS WELL AS THE CITY'S PARK RULES AND REGULATIONS MAY RESULT IN THE CANCELLATION OF THE ACTIVITY, FORFEITURE OF ALL FEES/DEPOSITS, AND FORFEITURE OF THE RIGHT TO USE THE PAVILION IN THE FUTURE. PERMITS ARE REVOCABLE AT ANY TIME FOR VIOLATION OF RULES, ORDINANCES, FEDERAL, STATE, COUNTY OR LOCAL LAWS.