

CITY OF MARTHASVILLE
PERMIT APPLICATION & CONTRACT FOR USE OF CITY FACILITIES

DATE: _____

NAME OF APPLICANT/RESPONSIBLE PARTY: _____

ADDRESS: _____

PHONE NUMBER: _____

FACILITY REQUESTED: PAVILION _____ GAZEBO _____

DATE REQUESTED: _____ ANTICIPATED HOURS: _____

TYPE OF ACTIVITY: _____ APPROX NO. OF PEOPLE: _____

ORGANIZATION: _____

THE RESPONSIBLE PARTY AGREES TO PAY THE CITY THE SUM OF \$100 AT THE TIME OF THE APPLICATION. **CASH, CASHIER'S CHECK OR MONEY ORDER ONLY - NO PERSONAL CHECKS ACCEPTED.** NO RESERVATION WILL BE MADE WITHOUT PAYMENT IN FULL. THE \$100 FEE IS BROKEN DOWN AS FOLLOWS; \$75 DAMAGE DEPOSIT AND A \$25 ADMINISTRATION/MAINTENANCE FEE. THE \$25 ADMINISTRATION/MAINTENANCE FEE WILL BE CHARGED REGARDLESS OF WHETHER OR NOT THE FACILITY IS USED.

THE RESPONSIBLE PARTY AGREES TO BE ENTIRELY ACCOUNTABLE FOR ALL DAMAGES TO THE FACILITY AND SURROUNDING GROUNDS. THE \$75 DAMAGE DEPOSIT SHALL BE REFUNDED WITHIN TWO WEEKS AFTER THE DATE OF THE EVENT IF THERE ARE NO DAMAGES. IF DAMAGES OCCUR, THE AMOUNT NEEDED FOR REPAIRS SHALL BE DEDUCTED FROM THE DAMAGE DEPOSIT AND THE BALANCE RETURNED TO THE RESPONSIBLE PARTY **AFTER** THE REPAIRS ARE MADE. IF THE AMOUNT NEEDED FOR REPAIRS EXCEEDS THE AMOUNT OF THE DAMAGE DEPOSIT, THE RESPONSIBLE PARTY AGREES TO BE LIABLE FOR AND PROMPTLY PAY THE DIFFERENCE.

HOLD HARMLESS AGREEMENT

I (THE RESPONSIBLE PARTY) AGREE TO INDEMNIFY AND SAVE HARMLESS THE CITY OF MARTHASVILLE FROM ANY CLAIM OR LOSS SUSTAINED BY REASON OF USE AND/OR PARTICIPATION IN ACTIVITIES WITHIN THE PAVILION, GAZEBO AND CITY PARKS, AND HEREBY ASSUME THE RISK AND THEREBY RELEASE THE CITY OF MARTHASVILLE FROM ANY CLAIM, DAMAGE, OR LOSS BY REASON OF ANY ACCIDENT, INJURY, OR DAMAGE TO MYSELF OR ANY PERSON OR PROPERTY BELONGING TO MY GROUP, WHICH MIGHT OCCUR DURING THE COURSE OF USE OR PARTICIPATION IN ACTIVITIES IN THE PARKS.

ACKNOWLEDGEMENT OF HOLD HARMLESS AGREEMENT: _____
SIGNATURE OF RESPONSIBLE PARTY

THE CITY OF MARTHASVILLE RESERVES THE RIGHT TO REVOKE OR CHANGE AGREEMENT AT ANY TIME.

USER PERMIT ENTITLES THE RESPONSIBLE PARTY TO EXCLUSIVE USE OF ONLY THE PAVILION OR GAZEBO ON THE SPECIFIED DATE FOR THEIR GROUP. AS A CITY PARK, GROUNDS CANNOT BE RESTRICTED FROM PUBLIC USE.

AT THE TIME OF PERMIT APPLICATION, THE RESPONSIBLE PARTY ACKNOWLEDGES THAT THEY RECEIVED A COPY OF THE CITY OF MARTHASVILLE FACILITY/PARK RULES AND WILL ABIDE BY ALL RULES LISTED BY SIGNING BELOW.

SIGNATURE OF RESPONSIBLE PARTY

DATE

CITY OF MARTHASVILLE REPRESENTATIVE

DATE

\$75.00 Refunded On: Date _____ CK# _____

CITY OF MARTHASVILLE FACILITY RULES & POLICIES

- * A COPY OF THE USER PERMIT MUST BE ON THE PREMISES ON THE DATE OF RESERVATION, AND MUST BE PRESENTED UPON REQUEST TO ANY CITY OFFICIAL.
- * THE CITY IS NOT LIABLE FOR ANY DAMAGES OR ACCIDENTS (SEE 'HOLD HARMLESS AGREEMENT') PER CONTRACT.
- * THE CITY RESERVES THE RIGHT TO REVOKE AND/OR CHANGE RULES AND REGULATIONS AT ANY TIME.
- * THE CITY RETAINS THE RIGHT TO REVOKE THIS AGREEMENT AT ANY TIME FOR ANY REASON. IN ADDITION, THE CITY RETAINS THE RIGHT TO REMOVE ANY INDIVIDUAL OR GROUP FROM THE PARK FOR BEING LOUD, VULGAR, DISRUPTIVE OR DESTRUCTIVE OF PROPERTY.
- * RESPONSIBLE PARTY AND ALL GUESTS SHALL BE GOVERNED BY ALL APPLICABLE ORDINANCES OF THE CITY OF MARTHASVILLE AND STATUTES OF THE STATE OF MISSOURI IN THE USE OF THE CITY FACILITIES/PARKS.
- * ELECTRICAL OUTLETS AT THE PAVILION HAVE A MAXIMUM AVAILABILITY OF 15 AMPS.
- * ALL STATE LIQUOR LAWS AND REGULATIONS MUST BE FOLLOWED.
- * BE CONSIDERATE OF SURROUNDING NEIGHBORS - PLEASE LIMIT NOISE LEVEL.
- * ALL PERSONAL BELONGINGS OF RESPONSIBLE PARTY IS REQUIRED TO BE REMOVED IMMEDIATELY AFTER RESERVATION ENDS.
- * ALL TABLES/BENCHES MUST BE PUT BACK THE WAY THEY WERE FOUND UPON ARRIVAL, AND ALL LIGHTS TURNED OFF.
- * ALL CITY PARK RULES APPLY TO THE RENTAL OF PARK FACILITIES. PLEASE OBTAIN A COPY AND REVIEW.

IF PROBLEMS ARISE, CONTACT MARTHASVILLE POLICE DEPARTMENT AT (636)433-2328

SIGNATURE OF RESPONSIBLE PARTY

DATE

CITY OF MARTHASVILLE

CITY PARK RULES

PARK HOURS ARE BETWEEN SUNRISE AND SUNSET, UNLESS PERMISSION IS GRANTED BY PERMIT ONLY.

NO INJURING TREES, SHRUBBERY, NATURAL LIFE AND OTHER PROPERTY.

NO POSTING OR AFFIXING ANY HANDBILL, POSTER OR DEVICE TO ANY TREE, FENCE OR STRUCTURE.

NO HUNTING AS WELL AS NO FIREARMS, GUNS OR WEAPONS OF ANY KIND.

NO OPERATION OF MOTOR VEHICLES OTHER THAN SERVICE VEHICLES AND EMERGENCY VEHICLES.

NO PARKING IN GRASSY AREAS.

NO POSSESSION OF ALCOHOLIC BEVERAGES, EXCEPT WITH A PERMIT FOR A SPECIFIC AREA.

NO GLASS CONTAINERS OF ANY TYPE.

NO SOLICITATIONS OF ANY BUSINESS OR SERVICE.

NO SMOKING IN RESTROOMS AND ON OR WITHIN TEN (10) FEET OF THE PLAYGROUNDS.

NO SKATEBOARDING.

FIRES MAY BE BUILT ONLY IN BARBECUE GRILLS, AND MUST BE EXTINGUISHED BEFORE LEAVING.

CAMPING PERMITTED BY PERMISSION ONLY, PERMITS MUST BE SECURED IN ADVANCE.

TRASH, RUBBISH AND DEBRIS OF ALL KINDS SHALL BE DISPOSED OF IN THE CONTAINERS PROVIDED.

ANIMALS MUST BE KEPT ON A LEASH NO LONGER THEN SIX (6) FEET AT ALL TIMES.

ANIMAL OWNER MUST HAVE AN INSTRUMENT AND CONTAINER TO REMOVE ANY WASTES DEPOSITED BY THEIR ANIMAL.

NO ANIMALS ARE ALLOWED INTO ANY WATERS OR WATERWAYS.

DOMESTIC ANIMALS ARE PROHIBITED IN AND AROUND ALL PLAYGROUNDS AND RESTROOMS, EXCEPT FOR SERVICE DOGS.

NO VICIOUS ANIMAL OF ANY KIND SHALL BE BROUGHT ONTO PARK LAND AT ANY TIME EVEN THOUGH RESTRAINED.

TO REPORT ABUSE OR OBTAIN PERMITS CALL CITY HALL AT (636)433-5554.