



# Dellwood Recreation Center

## Soccer Arena Rental Agreement

Date: \_\_\_\_\_

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Name of organization: \_\_\_\_\_

Date of Rental: \_\_\_\_\_

Time of Rental: \_\_\_\_\_

Number of people in your group: \_\_\_\_\_

### Terms and Conditions

**Scheduling Rentals:** All rentals must be scheduled through the Dellwood Recreation Center. Dates of possible rentals will be determined by the Dellwood Recreation Center, and all Indoor Field rentals require a fourteen (14) day advanced notice.

**Rental Fee:** The Indoor Field rental fee is seventy-five dollars (\$75) per hour. A deposit equal or greater to half of the total rental amount is to be paid at the signing of this agreement. This amount is payable by cash, check, money order, or credit/debit card (Visa, MasterCard, or Discover). The remaining balance is due seven (7) days before the scheduled event. Qualifying non-profit organizations will get a reduced fee based on approved 501 C3 paperwork. The reduced fee is sixty dollars (\$60) per hour.

**Cancellations:** A seven (7) day advanced notice of cancellation is required in order to have any deposit refunded. Please allow thirty (30) business days for any refunds. After that, the deposit is deemed non-refundable and non-transferable. In cases of inclement

314-869-8686

dellwoodrecenter@cityofdellwoodmo.com

weather, the Dellwood Recreation Center may cancel rental dates. Should this occur, events will be rescheduled for a mutually acceptable time.

**Right to Refuse Rental:** The Dellwood Recreation Center may refuse rental to anyone for any reason, including but not limited to: non-payment, abuse of facilities, turf conditions, sportsmanship issues, lack of supervision, disregarding facility policy, etc.

**Outside Concessions/Merchandise and Smoking:** No outside food, snacks, and/or beverages are allowed on the premises without consent from the Dellwood Recreation Center upper management. No outside merchandise will be sold on the premises without similar consent. The Dellwood Recreation Center is a smoke-free facility. Smoking is not permitted anywhere on the premises.

**Sportsmanship:** All teams and team members are expected to conduct themselves accordingly. The Dellwood Recreation Center has a zero tolerance for violence of any sort; the occurrence of which will result in immediate removal of the responsible team or person, possible banning of each team or persons, and possible termination of this agreement.

**Notice is Given:** The Dellwood Recreation Center, the City of Dellwood, its employees, agents, officers, directors, members, managers, participants, operators, and sponsors shall not be responsible directly or indirectly for the activities of the persons using this facility.

**Voluntary Participants and Assumptions of all Risk:** All persons are informed and made aware that sports and physical activities may be inherently hazardous activities and participants in such activities, or undersigned individuals on behalf of a group event, are voluntarily participating in these types of activities at the Dellwood Recreation Center with full knowledge of the dangers involved in such participation. The participants and/or undersigned individuals as agent of the participants agrees to accept any and all risks of property damage, personal injury, or death that results in the participation in activities and the use of the facility by the participation in activities located at the Dellwood Recreation Center. The participants and/or undersigned individual as agent of the participants release the named parties from any present or future claims, including active or passive negligence, for property damage, personal injury, or wrongful death arising from the use of the Dellwood Recreation center or participation in activities at the Dellwood Recreation Center.

**Indemnity Agreement:** If any provision or provisions of this Agreement are held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

By signing this document, I acknowledge that I am the group leader or responsible party or group listed in this rental agreement, and that I have carefully read and agree to all terms in this agreement and fully understand its contents. I understand that the Dellwood Recreation Center assumes no liability and is merely providing a facility for our use. In consideration for this privilege, participants agree to assume all risks and hold harmless the Dellwood Recreation Center and the City of Dellwood, its owners, officers, staff, property owners, and all others having an interest in the Dellwood Recreation Center from all liability, negligence, causes of action, claims, demands and damages of every kind which may result from participation in activities at the Dellwood Recreation Center.

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Signature

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Date

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Print Name

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Marvin Crumer, Public Services Director

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Date