

FACILITY RENTAL AGREEMENT

This Agreement made and entered into by and between Excelsior Springs, Missouri Parks and Recreation Department and _____, hereinafter referred to as "Second Party" for the following facility.

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|-----------------------------------|------------------------------|--------------------------|
| _____ Community Center Upstairs | _____ West Complex Field #1 | _____ Piburn Ball Field |
| _____ Community Center Downstairs | _____ West Complex Field #2 | _____ Park Gazebo Rental |
| _____ Community Center Kitchen | _____ West Complex Field #3 | _____ |
| _____ Park Shelter Rental | _____ Field Lights (3 hours) | _____ |

That the Excelsior Springs Parks and Recreation Department is the owner of the above facilities in the City of Excelsior Springs, Missouri and is willing for the facility noted above is to be used by the Second Party for the purpose of _____ and no other purpose whatsoever; and the parties have agreed that the Second Party may use the above noted facility from _____ o'clock __m to _____ o'clock __m on the day(s) of _____.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. Second Party may use the premises the hours and date(s) above noted only for the purpose(s) as specified above.
2. In consideration for said use by Second Party, Second Party is to hereby promise and agree to pay to the Excelsior Springs Parks and Recreation Department the total price and sum of \$ _____ payable in the following manner.
 - a. _____ facility rent
 - b. _____ key deposit (refundable if facility is left in satisfactory condition)
 - c. _____ field deposit (refundable if field(s) left in satisfactory condition)

The sum of \$ _____ to be paid on or before the _____ day of _____.

3. The Excelsior Springs Parks and Recreation Department shall not be responsible for any injuries or damages sustained by any person by virtue of Second Party's neglect during the period of time the premises being used by Second Party, and Second Party assumes all liability, if any.
4. Second Party shall be responsible for any damages or injuries on the premises. Facility must be returned to the condition in which it was received.
5. It is agreed that the consumption of beverages containing any alcoholic content whatsoever are prohibited.
6. If for any reason the premises become unavailable for use by Second Party, the Excelsior Springs Parks and Recreation Department shall have no liability to Second Party, but upon payment to Second Party of the rent deposit hereinafter provided, the Excelsior Springs Parks and Recreation Department liability to Second Party shall cease and terminate and this Agreement shall be of no force or effect thereafter.
7. In concern to rental of ball fields, it is the desire of the Excelsior Springs Parks and Recreation Department to keep the fields in the best possible condition for Second Party's play. In order to assure these conditions, the Excelsior Springs Parks and Recreation Department reserves the right to cancel play in case of inclement weather. The Excelsior Springs Parks and Recreation Department will notify Second Party if this situation exists. This is the Excelsior Springs Parks and Recreation Department's decision and not Second Party's decision. If cancellation occurs:
 - a. the Second Party will be rescheduled at a convenient date for both parties,
 - b. the Excelsior Springs Parks and Recreation Department will refund all or part of funds depending upon use by Second Party. This is the Excelsior Springs Parks and Recreation Department decision and not Second Party's decision.
8. All Excelsior Springs Parks and Recreation Department policies not specified here must be followed.
9. This agreement not confirmed until all necessary fees and deposits are paid at the Excelsior Springs Parks and Recreation Department.

EXCELSIOR SPRINGS PARKS AND RECREATION DEPARTMENT

BY _____
EXCELSIOR SPRINGS PARKS AND RECREATION DEPARTMENT

SECOND PARTY