

TEMPORARY: November 1, 2022– April 1, 2023

CITY CENTER COMMUNITY ROOMS POLICIES & PROCEDURES

- 1. SMOKING POLICY:** This is a smoke free facility. **No smoking is allowed inside or outside of the buildings.**
- 2. FACILITY RENTAL:** The City hereby rents to the **Renter 21 years and older**, and the Renter hereby rents from the City, certain portions of the Olivette City Center (the "Facility") on an hourly basis for the activity specified and according to the terms and conditions outlined on the Facility Use Application.
- 3. ACTIVITY:** The City rents the Facility to the Renter only for the activity described in the Use Application. All use, including: food, drinks, & activities must be contained within the room specified on the Use Application.
- 4. USE HOURS:** Monday-Friday 7:30 am to 10:00 pm dependent upon availability Saturdays-Sundays 7:30 am to 10:00 pm dependent upon availability.
- 5. RESIDENTS:** Rooms may be requested by Olivette residents and businesses only; established through an unpaid utility bill.
- 6. PERMITTED USES:** meetings, clubs, workshops, trainings **UNPERMITTED USES:** Fundraisers, wedding receptions, birthday parties, retirement parties, repasts, baby showers, sales presentations and other events not defined under permitted uses.
- 7. FEES AND DEPOSITS:** Renter hereby submits to the City and the City hereby acknowledges receipt of the following:
 - A. Full Payment:** Rental fee is due in full upon reservation.
 - C. Damage Deposit:** A damage deposit of \$350 is required for each rental. The damage deposit is due no later than (30) thirty days prior to the use. The City agrees to return the damage/security deposit to Renter within (30) thirty days following the activity conclusion provided: **1.** The Renter has satisfied all requirements set forth in the attached rules and regulations; **2.** the use has not exceeded the time outlined in the Use Application; **3.** Upon satisfactory inspection of the room.
- 8. ALCOHOL:** Permission to serve alcoholic beverages will be granted on the basis of the following conditions:
 - A.** Use of alcoholic beverages by the Renter is only for the activity described on the Use Application.
 - B.** Alcoholic beverages may only be consumed in the area stated on the Use Application.
 - C.** The Renter must provide some type of food when serving alcoholic beverages.
 - D.** The Renter must comply with all local, state, and federal liquor laws.
- 9. YOUTH:** Youth activities (ages toddler to eighteen years old) are prohibited without the presence of a one adult chaperone (over age 21 years old) per every twelve (12) youth.
- 10. CONTRACTS AND NOTICES:** All contracts and notices to the City regarding the Agreement shall be directed to:
City of Olivette, 1140 Dielman Rd, Olivette, MO 63132 T: 314-991-1249 E: opr@olivettemo.com
- 11. COMPLIANCE WITH LAWS AND FACILITY RULES:** The Renter and guests shall at all times maintain proper conduct and decorum and shall comply with all laws, ordinances, rules, and regulations of all governmental bodies having the authority over the Facility. Additionally, Renter acknowledges receipt of the Olivette Community Rooms Rules and Regulations and agrees to fully abide by the Rules and to ensure that each guest of the Renter at the Activity abides by the rules.
- 12. DAMAGE TO FACILITY PROPERTY.** The Renter shall reimburse the City for all damage to Facility property caused by the Renter or by the Renter's guests, employees, agents or affiliated persons. The \$350 security deposit will be withheld to pay for any damage. Damages in excess of the security deposit will be billed to the Renter.
- 13. RENTER'S RELEASE AND INDEMNIFICATION.** A signed application is required for all rentals.
- 14. RENTER'S REPRESENTATIVES:** If a corporation/partnership, the Renter represents and warrants to the City that this Agreement has full right, power and authority to execute this Agreement on behalf of the Renter.
- 15. MISCELLANEOUS:** This Agreement contains 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, the St Louis County of and the City of Olivette.
- 16. REFUNDS:** If the rental is canceled in writing more than (30) thirty days prior to the event, any monies paid in excess the non-refundable deposit will be refunded.
- 17. TABLES & CHAIRS:** Renter is responsible for setting up all tables and chairs for use. When event is completed, renter is responsible for **cleaning** and **returning** all tables and chairs to their original positions.
- 18. DECORATIONS:** **No decorations, signs or flags of any type are allowed on the exterior of the building or the property. No decorations, flags or signs may be placed in the lobby area. Within the Community Rooms, nothing may be affixed to any interior walls.**