

Little River-Academy City Annex Rental Policies and Agreement

The City of Little River-Academy City Annex Rental Policies establishes rules, regulations, procedures, fees, and the terms of an agreement governing use of the Little River-Academy City Annex. The following information is to help groups/organizations utilize the Little River-Academy City Annex. For more information, please call 254-982-4248.

How to Make a Reservation

1. **Requests** – Requests for the rental of the Little River-Academy City Annex are to be made on the “Little River-Academy City Annex Rental Agreement” form by an adult 21 years of age or older who duly represents the group/organization. To request a form, please call (254) -982-4248.
2. **Agreement** – This Agreement is limited to the use of Little River-Academy City Annex. Requests for use of any other building or area must be completed on a separate agreement.
3. **Rental Season** – is year-round, but the Little River-Academy City Annex is subject to closing for special events and maintenance and reservation may not conflict with the City’s use of the Little River-Academy City Annex.
4. **Application** – An application request to rent the Little River-Academy City Annex is granted on a priority basis and on an availability basis. Priority for scheduling purposes will be based on (A) Availability of the City Annex; and (B) Consistent past performance of returning applicant.
5. **Deposit** – A damage and compliance deposit of at least \$250 is required, along with an application, prior to the conformation of the booking. No booking will be held without a deposit. Should a rental be cancelled prior to an event, the following guidelines will be enforced: (A) Full refund, if an event is cancelled two months prior to the event date; (B) Half refund, if an event is cancelled one month prior to the event date; (C) No refund, if an event is cancelled less than 14 days (less than a month) prior to the event. This deposit is considered for booking procedures and damage/clean-up. The deposit is held until after the conclusion of an event. Damages or excessive clean-up may be assessed against the deposit at the discretion of the Mayor or the City Administrator for the City of Little River-Academy.
7. **Hours of Use** – The Little River-Academy City Annex maybe be rented for the hours from 4:00 P.M. to 10:00 P.M., Monday through Friday, and between the hours of 8:00 A.M. to 10:00 P.M., on Saturdays and Sundays. There is a minimum time of two hours for any City Annex rental. Keys must be picked up from City Administration between hours of 9:00 A.M. – 4:00 P.M on Friday or before the day of the event. Applicants may access the City Annex the day of their scheduled event to prepare for their event.
8. **City Hall Inspection** – Applicant or applicant’s designee shall inspect all areas of the City Hall prior to use to determine the acceptability of the City Annex for the intended use. Any problems should be reported immediately to City Administration. In addition, applicant is responsible each day to assure area is kept litter-free. The applicant shall forfeit any deposit for any damages or excessive clean-up required.

9. **Alcohol** – There shall be no sale or consumption of alcoholic beverages in or around the City Annex.
10. The City reserves the right, on a case-by- case basis to add conditions or modifications to the Use Permit and cancel any event as deemed necessary for the safety of all participants and in the best interest of the City.
11. The City makes no warranties, express or implied, as to the suitability of the premises for any specific use by the Applicant. Applicant has investigated and examined the premises and accepts the premises in their present ‘as-is’ condition as suitable for the purposes for which the same are being rented, and Applicant does hereby accept the premises for the uses as permitted under this Application. Applicant waives any implied warranty of suitability.
12. The Applicant agrees to provide all reasonable, proper, and necessary supervision of its activities and to provide the necessary and proper supervision of any individuals who will be using any portion of the premises under and through this Application. Neither the City of Little River-Academy nor any of its employees or officers shall be required or will be responsible for providing any supervision or monitoring of any of the activities intended or of any person using the premises by or under this Application.

Classification/Priority of Users

Group 1 – Non-profit Organizations (Organized non-profit groups with current 501c (3) or 501c (4) I.R.S. status, whose membership is open to the public and whose primary purpose is to serve the Little River-Academy community.

Group 2 – Individuals or other groups not meeting the above criteria.

Group 3 – Commercial Uses (Companies, groups, or individuals whose events have the primary purpose of generation a profit such as tournaments, fee-based training programs or camps, etc.)

Payment Schedule

- A refundable damage and compliance deposit of at least \$250.00 is required at the time the application is submitted.
- Rental fees are due after the agreement is approved by the City of Little River-Academy.
- Final Payment of fees must be made no later than one month (30 days) after receipt or approved schedule and invoice. Payments not received by his deadline may result in cancellation of the rental and forfeiture of the deposit.
- Damage and compliance deposits will be returned within 30 days of the final day providing there are no violations of the City’s Rental Policy, the rental hours exceeded, excessive cleaning required, or damage to turf or facility.

- Payments may be made by check, money order, or cash. Make checks or money orders to the City of Little River-Academy.

Cancellations, Changes and Refunds

- City Annex use fees are not refundable. Credit will be issued if the courts(s) will not be used as scheduled if written notice is received ten working days or more prior to the scheduled date of use.
- In the event the City Annex is closed due to unexpected maintenance or for a City event/program, a credit will be issued.
- Credits are not issued for unused hours.
- City of Little River Academy Use Permits may not be transferred, assigned, or sublet.
- Occasionally it may be necessary to reschedule, relocate or cancel a request previously approved. In this event the group or individual will be given as much advance notice as possible.

Insurance Requirements

All applicants must show proof of insurance and name the City as “additionally insured” for a minimum of \$1,000,000.00 (one million dollars). Such certificate of insurance shall provide bodily injury and property damage liability protection of at least \$1,000,000 per occurrence. The Applicant must be specified as the insured. The certificate of insurance shall name City as an “additional insured” and must specify that the applicant’s insurance shall be primary to any insurance carried by City. The certificate shall be properly executed with original signature of authorizing insurance agent. The certificate of insurance is due at the time final payment is made.

Applicant agrees and understands that neither the City of Little River-Academy, its officers, employees, or agents, assumes any liability for any personal injury, death, property damage, or loss incurred by Applicant, or by any individual who enters or makes use of the premises under or through this Application which may be sustained by Applicant or any member of Applicant’s family or organization. By signing this release, Applicant, in addition, fully and without condition, waives any liability for any and all rights and claims against the City of Little River-Academy, its officers, employees, and agents. Applicant further fully releases and holds the City of Little River-Academy, its officers, employees, and agents, harmless and indemnifies the City from any and all claims for any injury or loss incurred by Applicant, or by any person making use of the premises under this Application or under the supervision of the Applicant.

City Annex Rental Request Form

APPLICANT INFORMATION	Name of Organization:	
	Your Name:	Wk. #
	Organization Title:	Hm. #
	Address:	Cell #
		Email:
		Fax #

PARK EVENT INFORMATION	City Annex: <u>Half</u> or <u>Full</u>	Activity:	
	Event Date:	Day of Week:	Alternate Date:
	Event Start Time (include set-up):		
	Event End Time (include clean-up):		
	What is the maximum number of people you expect to attend? Total _____		
	Non-Profit Number for Fundraising Permits: _____		
	Note: You must provide the current non-profit status document with this application.		
	Insurance: ☐ Provide Own Policy		

I certify that the above information is accurate. I understand the rules and regulation pertaining to the use of City Annex as set forth in the Little River-Academy City Annex Rental Policies and Agreement, and by my signature below, I agree to the terms and provisions of the Little River-Academy City Annex Rental Policies and Agreement, and I further agree as follows: (1) Permittee will be responsible for all injuries caused by such use; (2) Hours will be strictly observed and if time is extended beyond that specified, it is understood that additional charges may be charged; (3) Permittee shall be responsible for reimbursing the City for any loss or damage to the City's property caused by such use; and (4) In consideration of participation as specified at location shown on the above dates and times, permittee does hereby release and hold harmless City of Little River-Academy from any and all liability or claims for damage or injury to person or property of the undersigned due to permittee's use of said facility, by reason of any act or omission by the City of Little River-Academy, or any of its officers, agents or employees or the condition of its property.

Signature of Applicant

Date

Signature of Applicant's Authorized Representative

Date