

EXHIBIT 1

LAKE WAUKOMIS SOUTH PARK FACILITIES PERMIT

ISSUE DATE _____ Permit# _____ Cash _____ Check# _____

According to City Ordinance 482, residents and non-residents may obtain a user's permit for the ball fields, tennis court area, or shelters upon making a reservation and paying a user's fee for the on-going maintenance of North and South Park. A copy of the permit must be available on site on the day(s) of use.

The following user's fee is payable at the time of making the reservation.

City Residents _____ Non-residents _____

Baseball Fields: Diamond "A" \$175.00/Diamond "B" \$150.00, Soccer Field \$150.00 Per Season per team, or \$30.00 single use by any League or Independent Teams.

Shelter #1** or #2**/ Tennis Court area

1 st thru 3 rd hour: no charge	\$35.00
4 th thru 5 th hour: \$35.00	\$50.00
6 th thru 8 th hour: \$75.00	\$100.00

Major events – Full use of all Park areas with groups of 100 or more residents or non-residents \$300.00 (5 hours maximum)

**An additional fee of \$25.00 for groups over 50. Groups numbering 50 adults or more where alcohol will be present require a Lake Waukomis Police Officer. The extra duty officer fee for service is required: based on the current hourly extra duty rate of (\$25.00) with a 4 hour minimum (\$100.00) and will be payable by the responsible party to the City of Lake Waukomis at time of reservation.

X Responsible party's name _____

X Address _____

X _____ Resident _____ Non-resident Phone # _____

X Permit Request:

____ Soccer Field ____ Baseball Field "A" (shelter area) ____ Field "B" (woods) Day _____ Time _____

____ Fall Season/____ TO _____ OR ____ Spring Season/____ TO _____ OR ____ Single Date _____

____ Shelter #1 (capacity 50) ____ Shelter #2 (capacity 25) Date _____ Alcohol Present Y N

Times _____ Total number of participants _____

_____ Tennis Court area Date _____ Times _____

PERMIT HOLDER IS RESPONSIBLE FOR ANY DAMAGES AND CLEANING THE AREA AFTER USE AND MUST BE PRESENT FOR THE DURATION OF THE FUNCTION.

X _____ I agree to abide by the **CONDITIONS OF USE** and have received a copy of these **CONDITIONS**.
(initial)

Park Hours 6:00 am to 11:00 pm

cc: Police Chief
Operations Manager
Renter

EXHIBIT 2
CONDITIONS FOR USE
LAKE WAUKOMIS SOUTH PARK FACILITIES
RULES, REGULATIONS & WAIVER

RESIDENT

For purposes of these Rules and Regulations, a "Resident" shall be defined as a taxpayer of the City and/or all persons qualified to be voters under the laws and Constitution of this state and the ordinances of the City to vote in City Elections. Except that any such person shall not be considered a Resident under this policy during anytime in which he/she is in arrears with regard to any unpaid City Taxes and/or fees. Current property tax receipt and photo ID, Voter Registration ID, and/or other such proof as may be required by the City to be provided by the resident.

SECURITY

Any event involving 50 or more adults at which alcoholic beverages will be present requires the presence of a Uniformed Police Officer at a cost of current hourly extra duty rate (with a 4 hours minimum payment) to be paid by the responsible renter to the City of Lake Waukomis.

RESERVATIONS

All reservations are based on a first come, first serve basis. The full fee payment is required along with a completed, SIGNED, Reservation/Rental Agreement & Waiver to confirm a date. Total payment is required at time of reservation. The exception is league organized teams whose full payment is due one week prior to first use. Reservations may be made up to 30 days in advance. Reservation/Rental Agreements are non-transferrable. Those reserving/renting any Park Facility must be in attendance for the duration of the function.

INSURANCE – (INVOLVING 100 OR MORE PEOPLE)

The City of Lake Waukomis requires that the Renter insure and provide proof of insurance in the form of a letter from Renter's insurance Company for all rentals indicating that the City has been named as an additional insured for the rental dates. Said policy shall provide General Liability Insurance in a sum no less than One Hundred Thousand Dollars (\$100,000.00). Said letter to be deposited with the City no later than (1) month prior to the rental date.

CANCELLATIONS

The full payment is refundable up to 14 days prior to the rental date with written request required. NO REFUNDS THEREAFTER, unless environmental factors and/or conditions outside of the reserving person's control made it impractical for a reasonable person to have used the Facilities at the reserved time. Applications for a refund for other and these reason(s) should be submitted in writing to the City of Lake Waukomis 1147 NW South Shore Drive, Lake Waukomis, MO 64151 within 7 days of scheduled reserved date. The City will make the determination in its sole discretion as to whether the applicant will be entitled to a refund in such situations. All refunds, will be issued in the name of the person signing the Rental Agreement only.

PAYMENT

Payment will be accepted by cash or check only. Credit/Debit cards are not accepted. A proper ID may be required if paying by check. Checks should be made payable to: The City of Lake Waukomis. There will be a \$25.00 fee for any check returned NSF.

CAPACITY

Maximum capacity for the Large Shelter is 50 persons. Maximum capacity for the Small Shelter is 25 persons. An exception may be approved by the City Council for scheduled City or Homes Association events.

CLEANING

The Shelter must be returned to the order in which it was found. Accordingly, the Renter must:

- Clear the areas of use of all debris; pick up all trash, remove signs and decorations, and dispose of all food and trash. Trash is to be removed from the park or taken to receptacles designated for trash located in the park.
- No tape, nails, tacks, staples, etc. are permitted.
- Picnic benches are to be wiped off and returned to the location as found.
- Cooled grill ashes should be placed in provided receptacle and grate cleaned.

DAMAGE/CLEANING DEPOSIT (Groups of 50 or more)

A \$100.00 refundable damage/cleaning deposit is required for all reservations. Upon conclusion of the rental event, the deposit will be refunded within a reasonable amount of time provided there are no damages to the facility and that it has been cleaned in accordance with the clean-up requirements. In the event there are damages that exceed the amount of the deposit, the renter agrees to pay the difference to reimburse the City for actual costs. In the event the renter fails to clean the facility in accordance with the clean-up requirement, the renter agrees to forfeit their deposit in an amount needed to pay an outside cleaning company to restore the facility to a usable condition.

COMPLIANCE WITH LAWS

Renter shall comply with all laws, ordinances and regulations adopted or established by federal, state or local government agencies or bodies.

INDEMNITY

The City of Lake Waukomis is not responsible for accidents, injury or illness suffered by event participants, or loss of group or individual property. Renter hereby indemnifies and agrees to hold harmless, the City its agents, servants, representatives, successors and assigns from and against all losses, claims, damages, expenses or liabilities of whatever kind or nature, known or unknown, including payment of attorney fees and costs incurred in the defense of such claims, which the Renter or Renter's guests may allege or sustain at the park or in connection with the Event. Renter accepts the Facilities and equipment/furniture (if any) in "as is" condition. Renter shall be responsible for the proper conduct of any and all persons attending the event, including any damage to the Facilities or its furnishings or surfaces.

I have read the "Conditions for Use" (Ordinance No. 482 exhibit 2) and agree to be bound by these rules and regulations.

X _____
 Signature Date