



CITY OF WESTMORELAND

Community Center/Park Shelter Reservation Application

Type of Event _____

Contact Person and/or Organization _____

Is this a Public Event? Yes No

Address _____ City _____ Zip _____

Phone (Primary) _____ (Secondary) _____

Email Address _____

Shelter/Building Requested (please check selection below):

Community Center Frank Memorial Shelter Dechairo Park Shelter

RV Park bathrooms needed for shelter use.

Date Requested: _____ All Day Time Frame _____ to _____

FEES:	<u>Private</u>	<u>Public</u>
Community Center	\$40 a day \$25 Cleaning Deposit	Free \$25 Cleaning Deposit
Frank Memorial Shelter	Free \$20 Fireplace Use	Free \$20 Fireplace Use
Dechairo Park Shelter	Free	Free

Please return this completed form to:

City of Westmoreland

202 Main

Westmoreland, KS 66549

Email the form to: westycity@cityofwestmorelandks.org

OFFICE USE ONLY

Date Submitted: _____

Amount Due: _____

Date Paid: _____

Initial: _____

FRANK MEMORIAL SHELTER COMMERCIAL RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is made and entered into as of the ____ day of the _____, 20____, by and between the City of Westmoreland ("The City"), and _____ ("Renter").

1. **Premises:** The City leases to the Renter, and Renter leases from The City, the following described premises and all furniture and the improvements situated on the premises (hereinafter, in whole or in part, together with all structures, fixtures, and appurtenances, the "Premises").

Frank Memorial Shelter
Westmoreland, KS 66549

2. **Reservation Application:** Renter agrees they have completed and submitted the reservation application to the City and the terms thereof are incorporated herein by reference.
3. **Rental and Fees:** Frank Memorial Shelter reservations must be submitted at least three (3) days prior to your event. Events will not be added to the shelter calendar until the form has been submitted. The hours of operation for the shelter are 6:00 a.m. to 11:00 p.m.

Renter agrees to pay a \$20.00 fee for using the fireplace which includes one bundle of firewood. Any additional firewood needed is \$5.00 per bundle. Only firewood provided by The City may be used in the fireplace and all other items are specifically prohibited from being burnt in the fireplace. Renter is responsible for making sure the damper is open before starting a fire and that after use the fire is reduced to ashes and the fire screen/glass doors are always closed.

4. **Permitted Use:** Renter covenants that the Frank Memorial Shelter will be used for one of the following Permitted Uses only, together with the incidental activities of Renter and for no for no other use or purpose. Renter further covenants that the Frank Memorial Shelter will not be used for any unlawful purpose(s). Renter acknowledges that the Permitted Use is not a use granted exclusively to Renter and The City may lease premises to others for the same or similar permitted use.

Oregon Trail RV Park Bathroom Door Code: _____

5. **Where Fees Paid:** Fees and all other payments, to be made by the Renter shall be paid to the City at the following address, or at such other address as The City may specify:

Westmoreland City Hall
Attn: City Clerk
202 Main Street
Westmoreland, KS 66549

6. **No Deductions:** Rent payable hereunder shall be paid promptly and in full. Renter shall not be entitled to make or claim any deductions or set offs to any Rent Payments owing hereunder for any reason whatsoever, unless the same is expressly authorized in this Agreement or by writing signed by the City.

7. **Terms and Conditions:** Renter agrees to follow the following. Failure to follow any of the below terms and conditions may result in forfeiture of the deposit.
 - a. Electricity, lighting, water, and bathrooms are available for use.
 - b. Renter is responsible for turning off all lights and ceiling fans before leaving the shelter.
 - c. Renter is responsible for placing trash in appropriate containers and removing all materials not originally found in the shelter from the site by the end of the rental period.
 - d. Renter is responsible for any and all damages caused during the rental period including any damage don't to RV Park bathrooms if used in conjunction with event.
 - e. No items are to be screwed, nailed, stapled and/or taped to the shelter structure.
 - f. Report any damage to The City as soon as possible, either prior or after the rental.
 - g. Alcoholic beverages are not permitted on city properties.
 - h. Renter is responsible for any clean up needed due to food and beverage spillage.
 - i. Grills are provided for public use. Renter must clean grills after use.

8. **Delivery and Acceptance of Premises:** Renter has inspected and knows the condition of the Premises and accepts the same in its present condition. By its execution of this Agreement, Renter acknowledges that The City has made no warranties, representations, or statements whatsoever concerning any condition or matter relating to the Premises, including such matters as the income expectation of the Premises, or physical condition of the Premises or any improvements thereon. Renter is hereby renting the Premises "as is" and "where is" and agrees that it relies upon no warranties, representations, or statements by The City or any other persons for The City in entering into this Agreement.

9. **Damage or Destruction:**
 - a. **Substantial Damage or Destruction:** In the event the Premises are at any time during the term of this Agreement destroyed or so damaged by fire or other casualty that the Premises cannot be substantially restored within sixty (60) days from the date of destruction, this Agreement shall be subject to cancellation at the option of either The City or Renter. If no notice of cancellation is given, this Agreement shall remain in full force and effect and The City shall proceed with due diligence to replace and restore the Premises to the same condition as they were in immediately prior to such destruction. During the period from and after the date of destruction to the date of replacement and/or restoration, Rent shall be abated.

 - b. **Insubstantial Damage:** In the event the Premises are at any time during the term of this Lease damaged by fire or other casualty but can be restored and repaired within

sixty (60) days, then this Agreement shall remain in full force and effect, and The City shall proceed with due diligence to repair and restore the Premises to the same condition as they were in immediately prior to such damage. During the period from and after the date of damage to the date of repair and/or restoration, Rent shall be prorated in accordance with the extent of the damage to the Premises.

10. **Waste or Nuisance:** Renter shall not commit or allow any waste, nuisance, or other such act or omission to occur on the Premises and shall not do any act or allow on the Premises any condition which may disrupt the quiet enjoyment of those occupying surrounding properties or adjacent premises.
11. **Compliance with Laws:** Renter shall comply with all laws, orders, regulations, ordinances, and other public requirements at any time affecting the Premises or the use of the Premises. Renter shall defend and indemnify The City from any liability or expense resulting from Renter's failure to obey these covenants.
12. **Parking:** Renter agrees that it, its agents, employees and guests will park their vehicles only in such areas as The City from time to time designates. No vehicles shall be parked in any area not designated for parking.
13. **Exculpation of The City:** Renter shall have no claim against The City for, and The City shall have no liability to Renter for, any accidents or occurrences which arise on or respecting the Premises, unless The City has actively and intentionally caused the harm. The City shall not be liable to Renter for any loss or damage to Renter, or to any property of Renter located in or about the Premises, regardless of the cause of the loss or damage.
14. **Indemnity:** Renter shall at all times save, defend, and hold The City harmless from and against all loss, expense, and claims for liability for personal injury or property damage that may be claimed with respect to any person or property resulting from any act done or omission by or of Renter.
15. **Waivers:** The failure of The City to seek redress for violation of or to insist upon the strict performance of any covenant or provision in this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation. Any waiver, consent or approval on the part of The City must be in writing and shall be effective only to the extent specifically set forth in the writing. No delay or omission by The City in the exercise of any right or remedy with respect to any one occasion shall impair The City's ability to exercise the right or remedy in the same or on another occasion.
16. **Return of Premises:** At the termination of this Agreement, however caused, Renter agrees to deliver the Premises to The City in good working order and condition.
17. **Quiet Enjoyment:** So long as Renter is not in default hereunder, The City will not disturb Renter in its quiet enjoyment of the Premises.

18. **Successor and Assigns:** This Agreement shall inure to the benefit of and be binding upon the heirs, estates, executors, administrators, receivers, custodians, successors of the respective parties.

19. **Entire Agreement:** This Agreement shall inure to the benefit of and be binding upon the heirs, estates, executors, administrators, receivers, custodians, successors, and in the case of Renter, permitted assigns of the respective parties.

20. **Amendments.** No amendments may be made to this Agreement except by an agreement in writing executed by all the parties.

21. **Heading, Pronouns, and Other Rules of Construction:** The headings to this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof. Whenever the context may require, all pronouns and any variations thereof as used herein shall be deemed to refer to masculine, feminine, or neutral, singular or plural as the identity of the person(s) may require. The words "include," "includes," and "including" as used herein shall be deemed followed by the phrase "without limitation." The words "herein," "hereof," "hereunder," and similar terms used in this Lease shall be deemed to refer to this Agreement, unless the context otherwise requires.

22. **Severability:** If any one or more provisions of this Agreement shall, in whole or in part, be deemed invalid or would operate to invalidate the terms of this Agreement, then said provision(s) shall be deemed null and void but shall not affect any other provision of this Agreement and the remaining provisions shall in no way be affected, prejudiced, or disturbed hereby. All covenants, agreements, undertakings, representations, and warranties of Renter herein will survive the termination of this Lease.

23. **Governing Law:** This Agreement shall be governed by the laws of the State of Kansas and any disputes shall be heard in the District Court of Pottawatomie County, Kansas.

IN WITNESS WHEREOF, the undersigned have executed this Lease as of the date first written above.

THE CITY OF WESTMORELAND:

Westmoreland City Hall,

By: _____
 City Clerk

RENTER:

By: _____

Printed Name: _____

Title: _____