

City of Warson Woods



File No. _____

Date: _____

Deposit: **\$100.00**

Park Reservation Application and Agreement

Resident Name: _____

Name of Group (if applicable): _____

Phone #: _____ Cell #: _____ Email address: _____

Address: _____ City: _____ State: _____ Zip: _____

Date Requested: _____ Time: From _____ am/pm to _____ am/pm

Type of Activity: _____

Number of People: _____

Special Request: _____

Location Requested: _____

A park will not be reserved until this form is fully completed and signed by a resident of Warson Woods and received by the City of Warson Woods with the deposit attached and determined by the City to be complete.

The City reserves the right to refuse any request for any non-discriminatory reason. All users will be required to comply with all City rules and regulations concerning City property.

THIS AGREEMENT MUST BE SIGNED BY A RESIDENT OF THE CITY OF WARSON WOODS WHO IS AT LEAST 21 YEARS OF AGE AND WHO SHALL BE RESPONSIBLE FOR THE ACTIONS OF HIS/HER GUESTS AND MUST BE PRESENT FOR THE DURATION OF THE EVENT.

PARK HOURS: RAY DREHER PARK DAWN TO DUSK DAILY

ALL OTHER PARKS 6:00 A.M. to 10:00 P.M. DAILY*

**Unless permission is granted for use outside such hours by permit issued by the Board of Aldermen, or its designated representative.*

APPLICATION AGREEMENT

I/we have read the Park Permit Application and Agreement, including the Indemnification & Release section, and agree to be bound by the terms of the Agreement and to adhere to the rules and guidelines for use of the City's Parks.

Signature of Resident

Date

Printed Name

RESERVATION POLICIES

Applications. The time line for accepting reservation applications for the current calendar year will be as follows:

- City residents: January 1 of that year.
- Not-for-profits*: March 1 of that year.

*Not-for-profit groups include, but are not limited to, Police/Fire Departments, City employees, local operators of businesses within the City for non-commercial use only, Churches, Schools within the City

Time of application. Application for a reservation must be filed no later than two (2) business days prior to the planned event.

Areas Subject to Reservation. Areas that can be reserved include the pavilion, tennis courts, multipurpose court, fire pits, and specific picnic areas. However, only two (2) of these areas may be reserved at any one time. Use of the pavilion assumes the group will also be using the adjacent grassy area.

Limitations. Reservations are limited to groups of no more than one hundred (100) people, except for City sponsored activities. An application for more than one hundred (100) people will be reviewed by the Park Committee and decisions will be made on a case-by-case basis.

Display of Reservation. The Applicant of a reservation must be present at the event and have the approved permit available for review. Park reservations are non-transferable.

Deposit. Reservation permits for use of the park require a deposit, as set by the Board of Aldermen, upon application approval before a date can be assigned to that user. Failure to cancel a reservation two (2) weeks in advance of a scheduled date results in forfeiture of deposits. Weather related cancelations normally result in a refund. Any damages or cleanup charges resulting from the use of the Park by the reserved party will be deducted from the deposit and/or additionally billed to the reserving party.

Use of Parking Lot. Because parking at Royal Oaks Park is limited, if the Applicant intends to use the parking lot for parking of a catering van, food truck, gaming truck or other vehicle that is used for providing food or entertainment during the time of the Reservation, the Applicant shall provide with this Application a description of the vehicles that will need access to the park parking lot and a sketch plan of their proposed location for City approval. Furthermore, the parking lot must remain open and cannot be reserved nor its use restricted in full or in part by any activity for which a Reservation is sought.

RULES – USES AND PROHIBITIONS

Possession of Alcohol in Park. For family picnics and small group picnicking, alcoholic beverages are allowed. For other events, no person will possess any alcoholic beverage on park land, nor carry, transport, or otherwise bring any alcoholic beverage onto park land except when expressly authorized by the Board of Aldermen or its designated representative(s) in conjunction with an approved reservation for a specific area or event.

Glass Containers Prohibited. Glass containers of any type are not permitted in Parks.

Smoking. Smoking is prohibited in the restrooms and on or within twenty (20) feet of the playground, tennis courts or multipurpose court.

Tennis Facilities. All activities other than tennis are prohibited on the tennis facilities located in Royal Oak Park unless such activities are associated with a City-sponsored event. Separate tennis permits are required to use the tennis facilities located in Royal Oaks Park. Tennis permits are available to Warson Woods residents at City Hall.

Wheeled Conveyance. Use of any wheeled conveyance other than wheel chairs or other medically necessary conveyances, is prohibited upon or in all pavilions, fire pit areas, park furnishings and fixtures, tennis courts and/or railings contained or incorporated therein, and is also be prohibited on Park sidewalks or pathways during events or when the park is congested. All activities, other than tennis, including, but not limited to, bicycle riding, scootering, skateboarding, rollerblading or roller skating are prohibited on the tennis facilities located in Royal Oaks Park.

Fires. Fires may be built only in fireplaces installed by the City and must be extinguished before leaving the park. Barbecue grills installed by the City are for cooking fires only. Fires may be prohibited entirely by posting of special notice.

RULES – USES AND PROHIBITIONS, cont'd

Camping. Camping of any kind is prohibited.

Trash. Trash, rubbish and debris of all kinds will be deposited in the containers provided for that purpose. All areas will be left in a clean and orderly condition.

Animals. All domestic animals must remain on a leash. Any person bringing a domestic animal into a Park will remove any animal waste from the Park. All domestic animals are prohibited in and around all playgrounds located on park grounds and restrooms with the exception of service dogs. Domestic animals that have previously attacked or threatened to attack another person or animal are prohibited from City Parks.

Excessive Noises. Excessive noises are prohibited in any Park unless special permission is obtained in writing as part of any permit or reservation granted by the City. Such written permission must be in the possession of the permittee at all times.

Regulation of Solicitations and Commercial Activities. Use of the Parks for solicitation of any business or service is prohibited. No person, firm, or corporation is permitted to use the Parks to offer or advertise merchandise or other goods for sale or hire.

Prohibited Activities. Petting zoos, pony rides, dunking booths, carnival rides, bounce houses, tents, portable swimming pools/sprinklers, balloon releases, fireworks, and fish/turkey fries are prohibited in the Parks.

Operation of Motor Vehicles. Motor vehicles are prohibited on park land with the following exceptions, and under the conditions stated:

1. Vehicles utilizing designated parking spaces;
2. Service vehicles;
3. Emergency vehicles;
4. Other vehicles approved by the Board of Aldermen or its designated representative(s); and
5. The speed limit within a park shall be a maximum of five (5) miles per hour.

INDEMNIFICATION & RELEASE

In consideration of the acceptance by the City of Warson Woods of my application and grant of my requested reservation, Applicant covenants and represents that Applicant will indemnify, hold harmless and release the City of Warson Woods from any loss, damage, cost, charges or expenses whether to person or property, to which the City of Warson Woods may suffer as a result of any action, neglect, omission or default on the part of Applicant or Applicant's guests.

In the event any litigation shall be brought against the City, or any of its employees, as a result of any action, neglect, omission or default by Applicant or Applicant's guests in the use of the Park, Applicant warrants, represents and covenants that Applicant will assume the defense thereof and pay any and all costs, charges, attorney's fees, expenses and any judgments that may be incurred by or obtained against the City.

Applicant assumes the risk that unexpected events or injuries may occur while using the park. Applicant agrees not to sue the City, its agents, officers, employees or contractors, for any harm to Applicant's or Applicant's Guests' property or for any injuries or damages allegedly sustained during or arising out of Applicant's use of the park.