



# TIMBERS FACILITY RENTAL APPLICATION

Rentals are not considered confirmed until a permit has been issued by a supervisor.



**Applicants Name:** \_\_\_\_\_ **Group/Team/Business Name:** \_\_\_\_\_

(applicant must be present at the event)

**Address:** \_\_\_\_\_ **City, State, Zip:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_ **Primary Phone:** \_\_\_\_\_

**Room Rental Info: Facility:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Start Time:** \_\_\_\_\_ **End Time:** \_\_\_\_\_

(Rental Fees **must** include set-up and clean-up times)

**Expected Attendance:** \_\_\_\_\_ **Title of Event:** (ie. Sam's Baby Shower) \_\_\_\_\_

**Purpose of Event:** Meeting \_\_\_\_\_ Business Function \_\_\_\_\_ Party \_\_\_\_\_ Other \_\_\_\_\_

### Meeting Room Hourly Rentals:

Includes use of room, table/chair set-up and break-down. A refundable security deposit of \$150 is applicable, all fees are due at the time of rental.

**Meeting Room #2** \_\_\_\_\_ (Capacity: 80, kitchen included) **M:\$55/R:\$60/NR:\$65**

**Start Time:** \_\_\_\_\_ **End Time:** \_\_\_\_\_ **Serving: Food** \_\_\_\_\_ **Alcohol** \_\_\_\_\_

(Rental Fees **must** include set-up and clean-up times) (alcohol sales are prohibited without the proper licenses)

**Round Table Quantity:** \_\_\_\_\_ **Rectangle Table Quantity:** \_\_\_\_\_ **Chairs only Quantity:** \_\_\_\_\_  
(5-foot round; 8 chairs per table) (6-foot long tables - for food, gifts, etc.) (for classroom/auditorium set up)

**Podium:** \_\_\_\_\_ **Microphone:** \_\_\_\_\_ **Projector/Screen:** \_\_\_\_\_

**Rental Fees: \$** \_\_\_\_\_ **Deposit: \$150** **Ala Carte Add On Fee: \$** \_\_\_\_\_ **Total: \$** \_\_\_\_\_

**Ala Carte Food & Beverage Offerings:** (Meeting Room rentals: includes paper products, indicate totals of each item, additional fees apply)

Coffee Service (\$8/urn): \_\_\_\_\_ Bottled Water (\$2/bottle): \_\_\_\_\_ Tea (\$4/gallon): \_\_\_\_\_

Soda (\$4 per 2-liter bottle): Coke: # \_\_\_\_\_ Diet Coke: # \_\_\_\_\_ Lemonade: # \_\_\_\_\_ Orange: # \_\_\_\_\_ Sprite: # \_\_\_\_\_

Pizza (\$12/pizza - minimum order of 3 – includes delivery fees and tip): Cheese: \_\_\_\_\_ Pepperoni: \_\_\_\_\_ Sausage: \_\_\_\_\_

### Pool Party Rental Packages: (complete this full section)

Includes use of the room for 1.5 hours, table and chair set-up and break-down and unlimited swimming after the party time. A refundable security deposit of \$50 is applicable, all fees are due at the time of rental. Capacity is limited to 30 people total.

**Package A:** \_\_\_\_\_ **Package B:** \_\_\_\_\_ **Package C:** \_\_\_\_\_  
(includes 2-2 liters of soda) (includes 3-2 liters of soda & 4 pizzas) (includes 3-2 liters of soda & 8 pizzas)  
M:\$130/R:\$150/NR:\$170 M:\$160/R:\$180/NR:\$200 M:\$195/R:\$215/NR:\$235

Packages: (indicate totals of each item based on package purchasing-Extra drinks are \$4.00 each, extra pizzas are \$12.00 each)

**Time requested:** \_\_\_\_\_ 10:30am-12:00pm (pool opens at 12:00pm) \_\_\_\_\_ 12:45-2:15pm \_\_\_\_\_ 3:00-4:30 (can swim before)

**DRINKS:** Coke: # \_\_\_\_\_ Diet Coke: # \_\_\_\_\_ Lemonade: # \_\_\_\_\_ Orange: # \_\_\_\_\_ Sprite: # \_\_\_\_\_

**Add On:** Coke: # \_\_\_\_\_ Diet Coke: # \_\_\_\_\_ Lemonade: # \_\_\_\_\_ Orange: # \_\_\_\_\_ Sprite: # \_\_\_\_\_ (\$4.00 each)

**PIZZA:** Cheese: # \_\_\_\_\_ Pepperoni: # \_\_\_\_\_ Sausage: # \_\_\_\_\_

**Add On:** Cheese: # \_\_\_\_\_ Pepperoni: # \_\_\_\_\_ Sausage: # \_\_\_\_\_ (\$12.00 each)

**ICE CREAM CUPS:** Chocolate:# \_\_\_\_\_ Vanilla:# \_\_\_\_\_ Swirl:# \_\_\_\_\_ (\$2.00 per cup)

**Package Fee: \$** \_\_\_\_\_ **Deposit: \$50** **Add On Fees: \$** \_\_\_\_\_ **Total: \$** \_\_\_\_\_

### Court Hourly Rentals:

Includes use of 1 court. Basketball, volleyball, dance/cheer are allowed. Other sports allowed to hold conditioning practices only.

**Rental Date:** \_\_\_\_\_ **Usage Start Time:** \_\_\_\_\_ **Usage End Time:** \_\_\_\_\_

Basketball \_\_\_\_\_ Net Height: \_\_\_\_\_ Volleyball \_\_\_\_\_ Net Height: \_\_\_\_\_ Other Sport: \_\_\_\_\_

M:\$30/R:\$35/NR:\$40 per hour **Total Rental Fee: \$** \_\_\_\_\_

IN THE WITNESS THEREOF WE HAVE HEREUNTO SET OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
(date) (month) (year)

BY: \_\_\_\_\_  
CITY OF EUREKA, LANDLORD

BY: \_\_\_\_\_  
**RENTER OR REPRESENTATIVE**  
(by signing you are stating you have read all the information attached)

## TIMBERS REGULATIONS/INFORMATION

1. Reservations will not be accepted more than twelve (12) months in advance.
2. Rentals include:
  - A. Meeting Rooms: use of the room(s), tables, chairs, projector with screen, microphone and podium. The kitchen is included in the rental cost of Meeting Room #2 and Both Meeting Rooms.
  - B. Party Room Hourly Rentals: use of the room, tables, chairs, TV.
  - C. Pool Party Room Packages: use of the room, tables, chairs, TV and unlimited swimming after the party time. There is a variety of food and drink packages to choose from.
  - D. Court: Use of one court for volleyball, basketball, dance/cheer and conditioning practices for other sports.
3. Activity exceptions:
  - A. Retail or commercial sales of any kind without written approval of the Director of Parks and Recreation.
  - B. No public auctions may be held in at The Timbers.
  - C. Silent auctions may be held by special permission.
  - D. No for-profit events.
  - E. No alcohol sales without the proper licenses from the State of Missouri and City of Eureka.
4. No more than four (4) weekend days per calendar year may be reserved by any one organization/individual (Friday - Saturday), unless approved by the Board of Aldermen.
5. Rental dates will not be held without the signed agreement, paid rental fees, and paid refundable security deposit. Cancellation of the rental agreement must be submitted in writing no less than sixty (60) days prior to the rental date; otherwise, the rental deposit is forfeited. Rentals cancelled less than 30 days prior to the event; 50% of the rental fee and the security deposit will be retained.
6. Damage/cleanup deposit refunds will be refunded back to the credit card used (if the transaction was made less than 180 days prior), all other deposits will be refunded by check and mailed within four (4) weeks of the completion of the rental. Should any damages and/or insufficient cleanup occur:
  - A. Damage or insufficient cleanup will be noted on check-out sheet.
  - B. The tenant will be contacted within ten (10) business days via written notification of any cost incurred by damages/insufficient cleanup.
  - C. The damage/cleanup cost will be deducted from the damage/cleanup deposit.
  - D. The amount of the damage/cleanup cost which exceeds the deposit will be billed to the tenant. The tenant agrees to pay the damage/cleanup cost within ten (10) days of notification.
7. Rental Hours:
  - A. **Meeting Room Rentals:** may occur during the following times:
    - Mondays – Thursdays:** 5:30 a.m. – 11:00 p.m.
    - Fridays:** 5:30 a.m. – 12:00 midnight
    - Saturdays:** 7:30 a.m. – 12:00 midnight
    - Sundays:** 10:30 a.m. – 12:00 midnight
  - B. **Meeting Room after Hours Fee:** An after-hours fee of \$25.00 per hour, in addition to the rental fee, will apply to all rentals that run past facility closing hours. After hour fees will apply after 9:00 p.m. on Monday-Thursday, after 7:00 p.m. on Friday and Saturdays and after 6:00 p.m. on Sundays.
  - C. **Party Room Rentals:**
    - Pool Season (Memorial Day through Labor Day):* Rental times are: 10:30 a.m. – 12:00 p.m., 12:45 – 2:15 p.m. – 3:00 – 4:30 p.m. or 5:15 – 6:45 p.m.
    - Non-Pool Season (Labor Day through Memorial Day):* available during normal Timbers facility hours.

Weather Policy: If your party has been swimming for less than 1 hour and the pool is closed for the **rest of the day** due to inclement weather, you will receive a refund of 50% of your rental fees. If your party has been swimming for more than an hour, no refunds will be issued. The wristbands that your guests receive will allow them to come back to the pool at any time during the day of your party.
8. Tenant responsibilities:
  - A. If the tenant is not able to attend the rental function, he/she must designate another person responsible for the function and inform Parks & Recreation staff. Staff must be notified of any changes by the Friday prior to the rental. The tenant is liable for all damages/cleanup as stated in the contract.
  - B. Guests are restricted to the rented area of the building.
  - C. All food and beverages must remain in the room.
  - D. Upon arrival and departure, the tenant will check in with a staff member.
  - E. Decorations are limited to table top decorations. No decorations are to be hung from the light fixtures, ceiling or walls. **\*\*CONFETTI IS NOT PERMITTED.\*\***
  - G. All items brought into The Timbers **MUST** be removed by the tenant before leaving the building. The City will not be held responsible for any items left behind. Items rented from outside companies must be removed at the end of the event unless other arrangements have been made with city staff. Tenant agrees that it will not seek recovery from the City of Eureka for any lost or stolen items.
  - H. Tenant must notify the building attendant immediately of any spills, broken items or items not working properly.
  - I. All City-owned property must remain inside The Timbers at all times.
  - J. No open flames are allowed. Candles must be in a contained area, such as votives or hurricanes, at all times.
9. Smoking is not permitted in ANY of the City owned buildings.

10. The tenant has the right to use the specified premises, as stated in the contract, and no other. The tenant shall not sublet the premises.
11. The tenant shall use the facility in a safe and careful manner, and shall comply will all applicable Municipal, State and Federal Laws, and rules and regulations as prescribed by the Fire and Police departments. The tenant shall not in any way, mar, deface, alter or damage any part of the facility. The tenant agrees to be responsible for any actions of its guests/invitees.
12. All portions of the sidewalks, entries, passages, vestibules, halls, doors and all ways of access to the premises and into any place on the premises shall in no way be obstructed by the tenant.
13. The tenant shall indemnify the City from all loss and expenses from liability, or claim of liability, for injury or damage to person or property claimed to have been sustained, through use of the facility, whether such use is authorized or not. The tenant shall pay for any and all damages, or loss or theft to the property done by the tenant, or guests, patrons, employees or invitees of the tenant.
14. The tenant releases the City of Eureka, its employees and agents, from all liability for any loss, injury or damages to persons or property that may be sustained through rental of the facility.
15. In the handling or custody of property of any kind shipped or delivered to the premises at any time, the City and its employees shall act solely for the accommodation of the tenant and shall not be liable for any loss, damage or injury to such property.
16. No rental agreements will be accepted signed by persons under 18 years of age. Persons 20 years and younger will be instructed that no alcohol will be permitted on the premises.
17. Persons 21 years and older may enter into this agreement and include alcohol on the premises, provided there is compliance with all laws. This person is the responsible party and must control the consumption of alcohol by all guests. The tenant is responsible for compliance with all liquor regulations and City ordinances.
18. It is agreed by and between the parties hereto that the ordinances of the City and policies of the Parks and Recreation Department shall be and are a part of the rental agreement, as though they were set out in full herein.
19. The City reserves the right to cancel any reservation with cause or to require such additional safeguards, before or during the function, as it may deem necessary. If the City chooses to cancel any reservation, all rental fees will be refunded.
20. This rental agreement and all terms and conditions shall be binding to the benefit of the parties hereto, their heirs, executor, administrators, personal representatives, successors and assigns.
21. As the tenant identified on page one (1) of this agreement I have read and agree to comply with all regulations listed on the rental application.
22. My signature on this form further gives permission to the City to take photographs/videos of me, and my family, if applicable, at this event and to use these images for future promotions.
23. I represent that I have the authority to enter into this agreement and bind myself and my company to the terms of this agreement.
24. I agree to comply with all occupancy standards set for the room(s) I have rented and acknowledge that my event will be stopped if I exceed the occupancy with no refund from the City.
25. If the City of Eureka undertakes any collection action to recover any sums due under this agreement, the tenant agrees to pay all the expenses, costs and reasonable attorney's fees incurred by the City.

**OFFICE USE ONLY**

**Security Deposit:** \$ \_\_\_\_\_ **Date Paid:** \_\_\_\_\_ **Rental Fees:** \$ \_\_\_\_\_ **Date Paid:** \_\_\_\_\_

**Extra Fees:** \$ \_\_\_\_\_ **Date Paid:** \_\_\_\_\_ (all extra fees are due at time of rental)

**Payment Plan (full time staff only, must have credit card on file):** Credit card will be run on the dates specified below

**Payment #1:** \$ \_\_\_\_\_ **CC Run Date:** \_\_\_\_\_

**Payment #2:** \$ \_\_\_\_\_ **CC Run Date:** \_\_\_\_\_

**Final Payment (no less than 60 days before event):** \$ \_\_\_\_\_ **CC Run Date:** \_\_\_\_\_

**Staff Initials:** \_\_\_\_\_ **Application Date:** \_\_\_\_\_ **Deposit Refund Date:** \_\_\_\_\_