



# Rainbow Splash Park Rental Agreement Form

(turn in forms to ES&PR office at 500 Tiger Drive)

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

Contact: \_\_\_\_\_ Organization/Group: \_\_\_\_\_

Phone: (C) \_\_\_\_\_ (H) \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

# of Children: \_\_\_\_\_ Ages of Children: \_\_\_\_\_ # of Adults: \_\_\_\_\_ Total: \_\_\_\_\_

**Type of Rental: \$125/resident 1.5 hr time slot, \$150/non-resident 1.5 hr time slot**

Saturday:  5:30-7:00pm  7:30-9:00pm

Sunday:  5:30-7:00pm  7:30-9:00pm

**TOTAL AMOUNT DUE: \$ \_\_\_\_\_**

*I have received and read a copy of the "RSP Rental Policies" and will abide by all the written rules. I do understand that if rules are broken and I or anyone in my organization/group has been warned and continue to break the rules, we will be asked to leave. I understand that I will not receive a refund if my organization/group is asked to leave. I am also responsible for any damages to the facility.*

\_\_\_\_\_

Renter's Signature

Date

*\*Rental Date must be approved by ES Parks & Recreation Office and will contact the renter to inform them if the date chosen is available or not.*

For UPRD Use Only:

ES&PR Department Approval \_\_\_\_\_ Date \_\_\_\_\_

(Employee Signature)



## Hold Harmless For Use of City Facilities

To the fullest extent permitted by law, renter agrees to indemnify, defend and hold harmless the City of Excelsior Springs, its officers, agents, volunteers, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees, court costs, or alternative dispute resolution costs arising out of, or related to renters use of City's facilities, buildings, equipment or infrastructure under this agreement involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of renter, its officers, agents and volunteers, or anyone directly or indirectly employed or hired by the renter or anyone for whose acts the renter may be liable, regardless of whether caused in part by the negligence or wrongdoing of the City and any of its agents or employees.

WE/ I also agree not to allow entrance to the premises or use of the premises by anyone who has not previously been authorized for entrance for use of the premises or who has not previously agreed to the above Hold Harmless Agreement.

WE/ I also agree to pay for any damages to the premises and/or equipment caused by our use or negligence, excluding normal wear and tear of the premises or equipment.

WE/ I also agree to notify the City of Excelsior Springs or the Excelsior Springs Police Department of any damages or hazardous conditions immediately, and to discontinue use of the premises, until the condition can be corrected.

The renter shall purchase and maintain the following insurance: Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence bases.

All policies of insurance must be on a primary basis, non-contributory with any other insurance and /or self-insurance carried by the City.

Prior to activities commencing the renter shall furnish the City with certificates of insurance evidencing the required coverage, conditions, and limits required by this agreement, have the City named as an additional insured and provide the appropriate additional insured endorsements.

No provision of this agreement shall constitute a waiver of the City's right to assert a defense based on the doctrines of sovereign immunity, official immunity or any other immunity available under law. \*All parties listed above MUST sign.

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Signature Printed Name Date

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Signature Printed Name Date

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Signature Printed Name Date



## Rainbow Splash Park Rental Policies

### Payment Policy

- Fee is \$125 for the pre-established 1.5 hour period for residents of Excelsior Springs.
- Fee is \$150 for the pre-established 1.5 hour period for non-residents of Excelsior Springs.
- Rental fee is due at time of reservation.
- Renter will be held responsible for all clean up and damage occurring during the scheduled event to the rented area.

### Refund Policy

- Rental fee will be refunded, if notice of cancellation is provided in writing to ESPR Office a minimum of 30 days prior to the scheduled rental. A \$10 administrative fee will be charged.
- No refunds will be issued when notice is not given within a minimum of 30 days prior to the scheduled rental.
- No refunds will be issued once rental commences due to inclement weather, etc. If the rental is cancelled due to inclement weather the day of the rental, prior to the start time, the renter can reschedule depending on availability. If no reschedule date is available, a refund will be provided.

### Rental Policy

- Rentals are available on any Saturday and/or Sunday during the operating season.
- Renter is not to exceed capacity of facility at any time. Maximum capacity is 100 on the splash pad or 250 in the park.
- Rentals must be booked and approved at least two weeks in advance.
- Rentals must take place before or after regular hours of operation and during pre-established times; private parties are not allowed to gather at facility and/or pavilion during normal hours of operation.
- Fee includes Splash Park, use of public restrooms and adjacent pavilion.
  - NO lifeguard or supervisor on duty; use at your own risk.
  - Adjacent playground remains open to the public.
- A ratio of 1 adult to 5 children under the age of 5 must be met at all times. Otherwise, a ratio of 1 adult to 8 children (ages 6+) must be met at all times.
- At no time will furniture or fixtures be moved, removed or rearranged.
- Renter will be responsible for any and all damages to the building and/or contents resulting from usage.
- No person shall mark on or deface the facility.
- No alcohol or tobacco products allowed (e-cigarettes included).
  - Alcohol is not to be served or brought to the facility at any time.
- No glass allowed.
- Renter is allowed to bring outside food and drinks, but must be kept within the pavilion area at all times.
- Renter is responsible for cleaning and placing trash in the proper trash receptacle.
- No staples in tables; use only tape for decorating and remove during clean-up.
- All decorations must be completely removed.
- END TIME of the rental means that the renter has completely vacated the facility, which includes clean up.
- All regular Splash Park Reminders & Rules apply during rentals; see next page and signage on fence.



# Rainbow Splash Park Rules :

These rules are for your protection and the safe and sanitary operation of the splash pad.

**In case of Emergency call: 9-1-1**

- . Please rinse off in the shower BEFORE & AFTER entering the splash park.
- . Please do not take food or drink on the splash pad.
- . Please no running or rough play in the splash park.
- . No facility supervision. Parents are responsible for supervising their children.
- . Children who are not toilet trained must wear swim diaper covered by rubber pants.
- . Please do not bring any animals in splash park.
- . Spray water is recirculated. Please do not drink.
- . Urinating, discharging of fecal matter, and blowing the nose in the spray pad are prohibited.

Please report any vandalism or maintenance concerns:  
ESPR Office: 816.630.1040

***FOLLOW ESPR ON FACEBOOK FOR UPDATES & CLOSINGS***

***@ESPARKSANDREC***