



Webb City Old Urban Trolley Rental Agreement

City of Webb City * PO Box 30 * 200 Main Street * Webb City, Missouri 64870
Office of Administration 417-673-4651

- PAYMENT:** The Webb City Old Urban motorized trolley rental rate is \$85 per hour with a 2-hour minimum charge. The rental period will start when the trolley leaves the shop and will stop once all passengers have exited the trolley for the final time. Full payment is due at the time of reservation. Any extended rental time beyond the Client's prearranged event reservation, must be mutually agreed upon by both the Client and the Webb City Parks & Recreation Director, or his designee. This additional charge must be paid to the trolley driver, by check, prior to Client's event being extended. Total seating capacity of the trolley is not to exceed 27 passengers.
- DAMAGE DEPOSIT:** There is no damage deposit for rental of the trolley. Any substantiated damages caused by the Client or members of the Client's party, whether willfully or accidentally, will be billed to the Client.
- CANCELLATION:** A 7 day advance written notice is required for all cancellations. If the Client fails to provide written notice to the City of Webb City prior to this 7 day cancellation deadline period, the rental fee is forfeited in full.
- NO-SHOW:** If the Client fails to show for the scheduled event the rental fee is forfeited in full.
- NO FOOD OR BEVERAGES:** No food or beverages of any kind are allowed on-board the trolley.
- NO SMOKING OR CHEWING OF TOBACCO:** For the enjoyment of our customers, the trolley is smoke-free. Tobacco use of any kind is forbidden while on-board the trolley.
- LOST AND FOUND:** The Webb City Parks and Recreation Department is not responsible for any lost or stolen items while on board the trolley.
- PICTURES:** Any pictures or videos taken during the Client's event may be used by the Webb City Parks & Recreation Department for marketing purposes.
- UNFORESEEN CIRCUMSTANCES:** The Webb City Parks & Recreation Department shall not be liable for any delay in arrival or departure times caused by the occurrence of any contingency beyond the control of the parks department including, but not limited to accidents, breakdowns, traffic, and road conditions, storms, or any other act of God. The client waives all right to consequential damages, and any liability, on the part of the parks department and city, shall be limited to the total event costs.

10. **INDEMNIFICATION:** The Client agrees to defend, indemnify and hold the Webb City Parks & Recreation Department and the City of Webb City harmless for any losses, claims, damages, awards, penalties, or injuries incurred by the Webb city Parks & Recreation Department resulting from any act taken or committed by the Client pursuant to this Agreement.
11. **MISCELLANEOUS:** This Agreement shall be constructed, construed, and enforced in accordance with the laws of the State of Missouri. This Agreement sets forth the entire understanding of the parties and no terms, conditions, or warranties other than those contained herein and no amendments thereto shall be valid unless made in writing and signed by the parties hereto. This Agreement shall be binding upon and shall insure to the benefit of the heirs, executors, administrators, and assigns of the parties. The prevailing party in any legal action brought to enforce this Agreement shall be entitled to reasonable attorney fees and costs.
12. Rentals must be made at least 1 week prior to the requested date. The trolley is available for rent from 7am to 11pm, 7 days a week.

RENTAL DATE: _____

START TIME: _____

STOP TIME: _____

NUMBER OF HOURS: _____

TOTAL AMOUNT DUE: _____

I have read this rental contract in its entirety and agree to abide by its covenants.

Name: _____

Address: _____

Phone: _____

Date: _____

SIGNATURE: _____

Approved by: _____ Date: _____