

RENTAL AGREEMENT - MONTROSE COMMUNITY CENTER

Basic Fee per day or part of day - \$50.00

City of Montrose, hereinafter "City", and the undersigned, hereinafter "Renter", mutually covenant and agree as follows:

1. Renter shall have the use of the Montrose Community Center for _____ on _____, 20____ from _____ to _____ for the agreed upon amount of \$50.00.

2. Use of the center is subject to the full and complete compliance with the following conditions:

(A). The Center will be cleared and cleaned following the event. Renter shall have the building cleared and cleaned at a time specified by the City.

(B). Renter shall be responsible for leaving the center in the same conditions as immediately before the Renter's use of the Center.

(C). Renter shall have the use of the tables and chairs and other facilities within the center, and shall be responsible for all such equipment and facilities.

(D). Renter will not permit roller-skating or the use of any mechanical devices, other than cleaning equipment and all ADA approved vehicles, on the floor of the center.

(E). Renter shall not use nails, staples, tacks or similar devices to attach items or decorations to any part of the Center, nor shall Renter use any paper adhesive which leaves any marks.

(F). Renter shall not skid heavy or sharp objects across the Center floor. Any scratch marks or scuff marks made on the floor will result in repair charges being assessed to Renter.

(G). When leaving the building, Renter shall be responsible for closing and locking all doors and turning off all lights. Thermostat is to be set at 60 degrees during heating months and 80 degrees during cooling months.

(H). Renter shall pay a \$21.00 per hour charge or the contracted cost for all cleaning and damage repair that needs to be done following the event.

(I). All minor age groups must have adult supervision on the premises at all times, provided by the Renter.

(J). Exits cannot be blocked at any time.

(K). No tables, chairs or kitchen furnishings may be removed from the building.

(L). Replacement cost for all missing items will be billed to Renter.

(M). The City reserves the right to refuse permission for the use of the facility to any person or group.

(N). No animals will be allowed inside the building unless they are in use for ADA requirements.

(O). Renter shall pick up a key to the Community Center during regular City Office Walk-In Office hours prior to start of the event.

(continued on next page)

(P). Renter shall return the Community Center key after the event and doors have been locked by placing key in the drop box outside the City Office or returning to the Finance Officer during regular City Office Walk-In hours. If the key is not returned, Renter shall be pay the contracted cost of replacing the locks and keys for the Community Center.

3. In the event the Renter violates any of the conditions of this Rental agreement, Renter shall be responsible to the City for the payment of any costs, expenses or damages.

4. Renter shall defend, hold harmless and indemnify the City against any and all claims, liabilities, damages or judgements asserted against, imposed upon or incurred by the City, which may arise out of the rental of the Center by the Renter, or by the negligence and/or failure to discharge responsibilities by any agent, employee, representative, sues or invitee of the Renter in the rental or use of the Center.

5. Renter shall pay to the City the rental sum prior to the date of use. Cancellation of the request for the use of the center will entitle Renter to a return of the rental sum, provided the cancellation is made twenty-four (24) hours prior to the date of the use. Any cancellation less than twenty-four (24) hours in advance shall result in the forfeiture of the rental sum.

6. Renter shall not permit the sale of alcoholic beverage on the premises unless the proper license is obtained. If unauthorized sale of alcohol is discovered, criminal charges may be filed.

DATED AT MONTROSE, South Dakota, THIS _____ DAY
OF _____, 20_____.

BY: _____
CITY of MONTROSE

BY: _____
RENTER

MAILING ADDRESS

PHONE NUMBER