

Humphrey Community Center User/Rental Agreement

Rental Agreement can only be executed 24 months in advance of event!

Name of Renter: _____ Type of Event: _____

Address: _____

Estimated Number Attending: _____ Number of Days Rented: _____

Contact Telephone #: _____ Contact Telephone #: _____

Name of Bride & Groom (if applicable) _____

Dates Of Use: 8 am _____ Big Room Date: _____ Big Room

Date: _____ Big Room Date: _____ Big Room

Date: _____ Big Room Date: _____ Big Room

Key to be returned by 8am on: _____

Dates of Use: 8am _____ Small Room Date: _____ Small Room

Date: _____ Small Room Date: _____ Small Room

Date: _____ Small Room Date: _____ Small Room

Key to be returned by 8am on: _____

Dates of Use: _____

Renter will need bar YES Renter will not need bar NO

Any Event that will be serving alcoholic beverages to the public must use the facility bar service in order to comply with Nebraska Liquor Licensing laws.

Bar Service Agreement must be completed with the Manager **at least one month prior to event.** (six weeks is preferred) Make arrangements for Bar Service by: _____ **In the event that a Bar Service Agreement is not completed, the bar may not run OR will run at the sole discretion of the Bar Manager. Beverage prices and offerings subject to change without notice.**

Renter will need video projector: Yes NO Included in rental price

Full Rental Price was paid on _____ in the amount of _____ as the reservation for the facility and has allowed the renter to secure the date/dates requested for their event. (Check # _____)

Additional Dates rented after this completed contract will be at the non-package price, at the rate currently being charged per day.

The Damage Deposit of \$500 will be due on _____, at the time of key pickup.

This Rental Agreement is made and entered into on _____, 20_____, by and between the City of Humphrey, Nebraska and the undersigned Renter.

1. **The City of Humphrey** shall permit **Renter** to use the Humphrey Community Center facility for the purpose of the above described event. The term of the lease shall begin at **8:00** am on _____ to _____ (as stated in the above referenced dates and times.)

All belongings, décor, food etc must be removed from the premises at the end of the rental period. Cleaning personnel and facility manager will dispose of any items left in the building and it will be at their sole discretion.

The renter has **paid the City of Humphrey a fee of \$**_____ and a damage deposit of \$500 upon key pickup in advance upon execution of this rental agreement. At the expiration of such period, Renter must have all of the Renter's decorations/ possessions removed and the premises must be returned in good and clean condition and as acknowledged in the Renters Rules and Responsibilities' attached herewith.

The FULL rental deposit for the possession time stated above is to be paid at the time of executing the reservation for the facility. The rental deposit is not refundable. If said renter chooses to cancel their reservation, the reservation deposit will be forfeited. In the event that the date is rebooked, all but a \$50 administration fee will be refunded to the renter.

The damage deposit is due at the time of key pickup and will be returned if the premises are returned in good and clean condition by the time specified above and there have been no violations to the Renters Rules and Responsibilities. **IF THERE IS NO DAMAGE DEPOSIT**, keys will not be released until the damage deposit is received. **NO ONE IS ALLOWED IN THE FACILITY until deposit is received. Damage deposit will be shredded** or, upon request, mailed back within 10 days after event as long as no damage has been found.

MONDAY prior to your event you must contact the facility manager to make arrangement for key pick up and payment of the damage deposit. Contact facility manager by:_____

IF you should occupy the premises, off load supplies, or begin decorating prior to the rental period specified in this agreement, you will be charged for additional days rent at **the per day rent, non-package price**.

There is an **attachment** to this agreement which will outline **Renters Rules & Responsibilities** stating expectations and possible charges. The rate charged by the facility manager to clean the property upon Renter's failure to do so is \$50 per hour plus any additional supplies and/or contracted services.

Repairs will be billed to the renter at the rate that the facility manager must pay a commercial contractor to remedy, plus and administrative surcharge of 20%. The Renter will immediately inform the facility manager of any damage discovered upon taking possession. It is the Renters responsibility to notify the facility manager of any known damage to the facility during the rental period. The facility manager will immediately inform the renter of any damage discovered that was not reported.

The Renter will be cooperative with the exchange of possession with any Renter immediately before or after the Renter's time of possession.

In the event that the Humphrey Community Center is unable to deliver possession as aforesaid it may cancel this lease and return to the Renter sums paid hereunder. The Renter will have no claim against the City of Humphrey and except for return of said sums.

2. **USE:** It is understood that Renter shall use the leased premises for the above described event only and for no other purpose whatsoever, and that Renter especially will not cause or permit the leased premises to be used for any unlawful business or purpose whatsoever; that Renter will not assign, sublet or relinquish the leased premises without the prior written consent of the facility manager; that the Renter will use all due care and diligence in guarding the leased premises from damage by fire, theft, vandalism and other casualties. Any event with a admission, a door or a cover charge will not be permitted use of the facility without prior approval of the Humphrey City Council.

Renter will conduct him/herself in a reasonable manner and cause those the Renter permits on the premises to do likewise. Renter will hold the City harmless and indemnify the City for all expenses including attorney fees and court costs on any liability resulting from the Renter's possession of the premises or the conduct of the Renter or those the Renter permits on the premises.

3. **Limits of Liability:** It is agreed that the City and agents thereof shall not be liable for any damages to personal property or injuries to the person of Renter or others from any cause arising out of this lease. Renter further agrees to indemnify and hold harmless the City and agents thereof from any claim or loss (including that of Renter) on account of the liability herein assumed. Specifically, but without limitation, the City shall not be liable for (a) any damage due to acts of nature or man; (b) any stolen items or property (c) any vandalism (d) any bodily injury (e) attractive nuisance.

The undersigned Renter further agrees to provide a certificate of insurance for the aforesaid liability coverages with a \$1,000,000.00 minimum limit(s), including an Additional Insured Endorsement naming and in favor of the City of Humphrey, Nebraska. Renter is not insured by the City.

4. **Compliance:** Renter further agrees to comply in all respects with the rules attached hereto, city ordinances and state laws, particularly as to any separate application for liquor sale or use. Such sale or use will not be permitted without prior approval of the Humphrey City Council and the Nebraska Liquor Control Commission.

5. **Remedy:** In the event that the Renter breaches any term of this rental agreement, the City has the option of any option remedy existing under the laws of Nebraska to redress the breach.

6. **Rules & Responsibilities:** The Community Center Renter rules set forth below and the Renters Rules and Responsibilities attached are part hereof as are any additional terms and conditions.

7. **All alcoholic beverages**, soda, and other beverages must be provided by the community center for events where alcohol is being served. No alcohol, pop, mixers or bottled water may be brought into the facility when bar service is being used.

Small groups may also take advantage of the beverage services from the center. For small party beverage service there may be a base fee established.

Renter may not bring in homemade wine etc for serving to guests.

Renter assumes all liability. It is the Renter’s responsibility to abide by all liquor laws and see to it that all in attendance do likewise. All alcoholic beverages must be consumed inside the building.

A gratuity will be added to the total of the bar bill for service provided for which the renter is hosting for the event. (Possible flat bar service fees may apply) As specified in the Beverage Service Agreement.

8. **No Smoking:** The Humphrey Community Center is a Non-Smoking facility.

9. **The Big Screen** is available for use and is included the rental rate. Any cost for programming, such as football PPV games from cable companies, is at the expense of the renter.

Video Projector/AV equipment can be used during your rental period. Renter will be provided an operations instruction sheet how to use the hardwired system in the building. The video and/or presentation is your full responsibility. You understand that some formatted videos will need to be adjusted on your end and that the facility, facility manager nor city employees are responsible for payback of any video. The equipment is being provided for your use with an instruction sheet. I further understand that the facility is equipped with only basic channels and the broadcast of any sporting event, etc would need to be prior arranged and any costs associated to the showing of such an event will be the renters responsibility and those fees would be due no later than 10 days prior to the rental of the facility. In addition you fully accept that the use of the AV equipment is the renters responsibility to operate prior to and during the event. You are encouraged to try the system upon arrival on the first day of rental in order to trouble shoot any issues you may have with your programing.

_____ Renter signature.

10. **Microphone:** If use of the microphone is needed it must be requested **ONE Month** prior to the event. **Will microphone be needed?** Yes _____ No _____

Any additions, modifications or other changes to this agreement must be made on an attached sheet of this agreement and signed by both parties.

If the above meets the approval of the Renter, this document must be signed by renter and the Humphrey Community Center manager to complete the reservation.

By signing this agreement I acknowledge that I have read and understand the terms of this agreement and the Renter’s Rules and Responsibilities. **This contract is not valid unless signed by both parties**

In witness whereof, the parties have signed this agreement on _____ of _____.

Renter Signature: _____ Phone# _____

Address: _____

Email: _____

Humphrey Community Center Manager Signature: _____

Humphrey Community Center

Renter Rules & Responsibilities

Please initial in acknowledgement:

1. **Responsibility:** The person or persons renting or utilizing the Community Center shall be responsible for all the people that are using the facility during the period of time it is rented. Any damage done to the facility will be the responsibility of the person or person renting or using the facility. _____

initial

2. **Absolutely no alcoholic beverages** can be consumed outside the Community Center. General rules designated by the facility manager must be followed as well as abiding by city, state, and federal laws. No alcohol, pop, mixers or bottled water can be brought into the facility if bar service is being provided. A gratuity will be added to the total hosted bar bill. (Possible flat bar fees may apply) as per the Beverage Service Agreement. _____

initial

3. **Cleaning:** If the facility is not cleaned according to the rules set forth, you will be charged for cleanup and your deposit will be reduced or not returned. If cleanup costs exceed the deposit, the balance shall be due and payable within 10 days of the date of the invoice. _____

initial

4. **Table and chair** set up is the responsibility of the Renter or the decorator. The facility manager nor City employees will engage in table/chair set up. **The renter is not responsible** for taking down tables or chairs. _____

initial

5. **No fog machine or pyrotechnics** may be used by any person, any band or DJ in the facility. (It will set off alarms for the fire system and will automatically dispatch fire and rescue to the facility.) If this is violated you will be subject to a reduction in your security deposit. A minimum of \$50, however fees will be adjusted to cover any additional costs incurred including Fire Department Fees and assessments to volunteer departments. _____

initial

6. **Table bussing:** The facility does not provide any bussing or table clearing services for your event. Please check with caterers to see if this is a service they provide. If renter arranges for an outside party or school group to provide bussing services, a supervisor must be in attendance or bussers must be age 19. Family, host couples or self-clearing is certainly an option. _____

initial

7. **Trash:** It is the Renter/decorators responsibility to make sure that at the end of the event all trash, glasses, beverages, food, décor and centerpieces are removed from the hall at the end of the rental period. It is also renters responsibility to clean up any trash in the parking lot. _____

initial

8. **Failure to empty trash:** If all trash receptacles are not emptied and carried to the dumpsters outside of the west side of the facility, or parking lot cleared of trash, you will be charged \$50 per trash receptacle. You do not need to empty bathrooms. Extra trash bags are located in the kitchen area for your use. (Located on top of the refrigerator) _____

initial

9. **Occupancy:** If you should occupy the premises prior to 8am on the date specified in the rental agreement you will be charged for a full days rent at the current **per day non-package rental rate**. If you do not have all property removed by 8:00 am the morning after your event and/or the key has not been returned you will be charged a full days rent at the current **per day non-package rental rate**. _____

initial

10. **Extreme circumstance:** If someone vomits or urinates in the facility it is NOT the responsibility of the facility, manager, bar tenders etc to clean up. It is the responsibility of the renter to used sanitary methods to clean up. Under the kitchen sink will be a container of sanitary absorbent. If such occurrence happens and is not cleaned up you will be charged a minimum \$100 cleaning fee.

initial

11. **Damage:** In the event that damage occurs in the facility it is your responsibility to notify the facility manager or designee as soon as reasonably possible.

initial

12. **Kitchen:** It is the Renters responsibility to leave the kitchen clean, in the condition as it was rented. Any center equipment used must be cleaned and returned to the place where it was stored. **Not left in the kitchen sink.** If the kitchen is found dirty (except floors) you will be subject to a minimum \$50 reduction in you deposit.

The Center does not provide any kitchen dish rags or towels for any event. Please plan accordingly.

initial

13. **Spills:** All spills during your event are the responsibly of the renter, and to eliminate any hazards to the public, must be cleaned up immediately. To reduce liability, **beverages should not be permitted on the dance floor area.** If beverages are spilled, you are required to mop them immediately. There is a mop available for your use in the kitchen.

initial

14. **Bar:** Parties with 200-250 guests can be easily served out of the main bar window. Parties with over 250 guests should plan that both the north and main bar window will be open to serve guests. If you elect not to have the north window open for large gatherings, your bar service will be diminished and the manager will have the final say as to whether or not the north window will be open during your event.

Bar Service Agreement must be made (preferred six weeks prior) no later than one month prior to your event. Make Bar Service arrangements by: _____

initial

15. **Keys:** Monday prior to your reservation, you must contact the facility manager to coordinate the key pickup. At the time of key pickup you will need to provide a check for the **\$500** damage deposit. The facility manager **WILL NOT** contact you to make arrangements it is the responsibility of the renter.

initial

16. **The Renter shall not use:** scotch tape, clear packing tape, duct tape, pins, nails, thumb tacks, etc on walls and/or ceiling, floors, tables or stage area. Designated hooks and hangers may be utilized with prior approval of facility manager. **Confetti OR glitter** of any type will not be allowed.

initial

Dated: _____

Facility Manager

Responsible Rental Party