

PUBLIC RENTAL AGREEMENT
HUMBOLDT COMMUNITY CENTER (a.k.a. HCC)

Town of Humboldt, hereinafter "Town", and the undersigned, hereinafter "Renter", mutually covenant and agree as follows:

1. Renter shall have the use of the Humboldt Community Center for _____ (event)
for this date & time _____, 20____, _____ am/pm until this date & time
_____, 20____, _____ am/pm for the agreed upon amount outlined below.

RATE SCHEDULE		DATE	PAID
DAMAGE DEPOSIT (item #4)	\$400.00 (separate <u>check</u> required)	_____	_____
SINGLE RENTAL DAY	\$250.00	_____	_____
WEEKEND	\$400.00 (Friday-Sunday)	_____	_____
SMALL EVENT	\$100.00	_____	_____

2. **Renter shall defend, hold harmless and indemnify the Town against any and all claims, liabilities, damages or judgments (and all related expenses) asserted against, imposed upon or incurred by the Town, which may arise out of the rental of the HCC by the Renter, or by the negligence and / or failure to discharge responsibilities by any agent, employee, representative, guest or invitee of the Renter in the rental or use of the HCC.**
3. Use of the HCC is subject to the full and complete compliance with the following conditions:
- (a) Keys to the HCC may be picked up at the Finance Office the day prior to your event. Key chain includes HCC front entrance and mechanical room key.
 - (b) The HCC will be cleared and cleaned following the event. Cleaning supplies and equipment may be found in the mechanical room. There is a key to the HCC back dumpster hanging in the mechanical room as well.
 - (c) Arrangements must be made in advance for the HCC to be rented the previous and/or following day. Appropriate charges will be charged to the Renter. In that event, Renter shall have the building cleared and cleaned at a time specified by the Town.
 - (d) Renter shall be responsible for leaving the HCC in the same condition as immediately before the Renter's use of the HCC, including sweeping, cold water mopping and stacking tables and chairs in the whole facility. All bathrooms will be checked for any toilets to be flushed, mopped, and lights turned off.
 - (e) **Renter shall pay a \$20.00 per hour charge or the contracted cost for all cleaning and damage repair that needs to be done; this amount will be deducted from the deposit.**
 - (f) Renter shall have the use of the tables, chairs, supplies and other facilities within the HCC, and shall be responsible for all such equipment and facilities.
 - (g) Renter will not permit roller-skating or the use of any mechanical devices, other than cleaning equipment and all ADA approved vehicles, on the floors of the HCC.
 - (h) Renter shall not use nails, staples, tacks or similar devices to attach items or decorations to any part of the HCC, nor shall Renter use any paper adhesives, which leave any marks. Removable putty is recommended.
 - (i) Renter shall not skid heavy or sharp objects across the HCC floor. Any scratch marks or scuffmarks made on the floor will result in the forfeiture of the deposit.

- (j) When leaving the building, Renter shall be responsible for closing and locking all doors and turning off all lights. The Renter is responsible for putting all necessary bar items away for storage and turning off all bar equipment (including cooler). No fountain pop canister/machine will be left in the building, and all residues will be cleaned.
 - (k) Renter shall lock the doors to the kitchen located in the main room.
 - (l) **Exits cannot be blocked at any time.**
 - (m) No tables, chairs or kitchen furnishings may be removed from the building.
 - (n) Replacement cost for all missing and/or damaged items will be deducted from the deposit.
 - (o) The Town reserves the right to refuse permission for the use of the HCC to any person or group.
 - (p) No animals will be allowed inside the building unless they are in use for ADA requirements.
4. **DAMAGE DEPOSIT:** For the use of the HCC, Renter shall pay the Town per appropriate rate schedule. **In addition, Renter shall pay the sum of \$400.00 per day as a damage deposit, which must be paid and received with this contract to reserve the HCC.** The deposit shall be returned to the Renter within thirty (30) days following the event, less deduction(s) for damages or other costs, if any.
5. In the event the Renter violates any of the conditions of this Rental Agreement, Renter shall forfeit the deposit. In addition, Renter shall be responsible to the Town for the payment of any costs, expenses or damages in addition to the deposit forfeiture.
6. Renter shall pay to the Town the rental sum, outlined in the *Rate Schedule*, thirty (30) days prior to the date of use. Cancellation of the request for use of the HCC will entitle Renter a return of the rental sum and deposit, provided the cancellation is made in writing and submitted to the Finance Office fourteen (14) days prior to the date of use. Any cancellation less than fourteen (14) days in advance shall result in the forfeiture of the rental sum and deposit.
7. Renter shall not permit the mixing or sale of alcoholic beverages on the premises, except as is provided by paragraph eight (8) of this agreement.
8. Renter is responsible for contacting a nonprofit or licensed establishment in the Town of Humboldt a minimum of three (3) weeks prior to the event to ensure appropriate inventory and availability.

BY: _____
Authorized City Official/Witness

BY: _____
Renter name / Signature

Mailing Address

DATED

Phone #

***Questions? Please contact the Finance Office at 605-363-3789 or 605-681-0712, PO Box 72, Humboldt, SD, 57035
cityhall@humboldtsd.org*