

RENTAL AGREEMENT - COMMUNITY CENTER

This Agreement made between the **CITY OF HAMILTON**, hereinafter referred to as "**OWNER**", and, _____ hereinafter referred to as "**RENTER**".

WITNESSETH

This agreement includes and incorporates the conditions of Rental Agreements attached or on file at the owner's administration office, and all applicable Hamilton Municipal Codes and State and Federal Laws.

Rental Categories

1. Full Use Renters:

Full Use renters are defined as individuals, for profit and non-profit organizations and governmental entities who hold a function and require full use or partial use of the complete community center facility. A **cleaning/damage** deposit is required. Full use renters may rent for a full day or half day dependent upon their needs. **A rental fee for the kitchen will be charged for use of the ovens and/or food preparation.**

2. Hourly Use Renters:

Hourly use renters are defined as individuals, for profit and non-profit organizations and governmental entities who require use of the community center only (no other facilities) for a meeting or event. (Duration not to exceed four (4) hours). There is **no deposit** required for hourly users, but the renter is responsible for setup, replacing tables and chairs to the storage areas, and sweeping the community center floor. If there is damage to the facility, the renter agrees to accept full responsibility and liability for the damage.

3. Non-Profit Events:

Non-profit is defined as any religious, charitable, social, educational or civic group which does not distribute profits or dividends to the members thereof, and where profit is not its primary objective. Non-profit events that are free of charge and open to the public will be entitled to a fifty percent (50%) rental discount. Non-profit events that are intended for fundraising purposes will be entitled to a twenty-five percent (25%) rental discount.

4. Determination of Use:

The Mayor or the Mayor's designee shall make a determination of allowable use for all renter types and will resolve questions regarding discounted rental fees. If the renter disagrees with the decision rendered, the applicant may appeal the decision to the City Council.

The Renter agrees to pay \$_____ for rental of the Community Center located in the upstairs portion of Owner's City Hall. The Renter agrees to pay Four Hundred Dollars (\$400.00) for a cleaning/damage deposit. This is refundable subject to the terms of this agreement, the prompt return of the completed Community Center checkout list, and the key. If cleaning and/or damage repair exceeds the deposit of Four Hundred Dollars (\$400.00), the Renter agrees to accept full responsibility and liability for the additional amount.

Both the key and the completed Community Center checkout list must be returned to the Administration Office before the cleaning/damage deposit is returned. If the Renter violates these terms, the Owner may unilaterally terminate the contract. The Renter agrees to abide by the terms of this agreement.

Definitions

FULL DAY (8:00 A.M. - 12:00 midnight)

HALF DAY

HOURLY RATE

Not to exceed 6 hours

Not to exceed 4 hours

COMMUNITY CENTER RENTAL CHARGE

Fees:	<u>Full Day</u>	<u>1/2 Day</u>	<u>Hourly Rate (4 hours max.)</u>	
Administration Charge (1-time per event)	\$ 30.00	\$ 30.00	<u>Attendees</u>	<u>Rate</u>
Replacement/Upkeep	75.00	25.00	0 - 25	\$25.00 per hour
Trash Disposal	20.00	20.00	26 - 50	\$35.00 per hour
Auditorium	200.00	100.00	50 & Up	\$50.00 per hour
Insurance	<u>50.00</u>	<u>50.00</u>	(NO DEPOSIT REQUIRED	
	\$375.00	\$225.00	FOR HOURLY RENTALS)	
Kitchen (Additional Fee)	\$100.00	\$50.00		

DATE:			
Administration Charge	\$	\$	\$
Replacement/Upkeep	\$	\$	\$
Trash Disposal	\$	\$	\$
Auditorium	\$	\$	\$
Insurance	\$	\$	\$
Kitchen	\$	\$	\$
Total for Day:	\$	\$	\$
		Total for Event	\$

Rental Dates: _____

Rental Times: _____ Anticipated Attendance: _____

Name of Event: _____

Name of Caterer: _____

MY SIGNATURE VERIFIES THAT I HAVE FULLY READ THIS RENTAL AGREEMENT AS WELL AS THE CONDITIONS OF RENTAL AGREEMENT, AND I AGREE TO AND DO ACCEPT FULL RESPONSIBILITY TO ABIDE BY THESE CONDITIONS AS WELL AS ALL OTHER APPLICABLE LAWS AND REGULATIONS.

Print Name _____

Mailing Address _____

City, State, Zip _____

Work Phone _____

Home Phone _____

Renter's Signature _____ Date _____

Owner's Signature _____ Date _____

For Office Use Only

Total Amount Charged \$ _____

Deposit Received \$ _____ Date _____ Receipt # _____

(No Receipt Given for Deposit Check) Initials _____

Keys provided to _____ Date Keys Returned _____

Amount of Deposit Returned \$ _____ Date Deposit Returned _____

Deposit Returned: By Mail In Person

To _____

Address _____

Initials _____

Conditions of Rental Agreement:

- a. A walk through with custodial staff is required. A key must be checked out on the day of your event or the Friday before, by 5:00 p.m. You will not receive the key until the walk through is completed. Please contact City Hall at (406) 363-2101 to schedule the walk through, at least 24 hours before your event.
- b. Permission and scheduling for the use of the Community Center and the use of any City equipment shall be issued through the Administration Office.
- c. A written agreement for the use of the Community Center shall be granted only upon written request by a duly authorized representative of the organization seeking the use of the facility. The key will be checked out to the Renters representative responsible for the event. Renter accepts responsibility for the actions of its representative(s) related to this rental agreement.

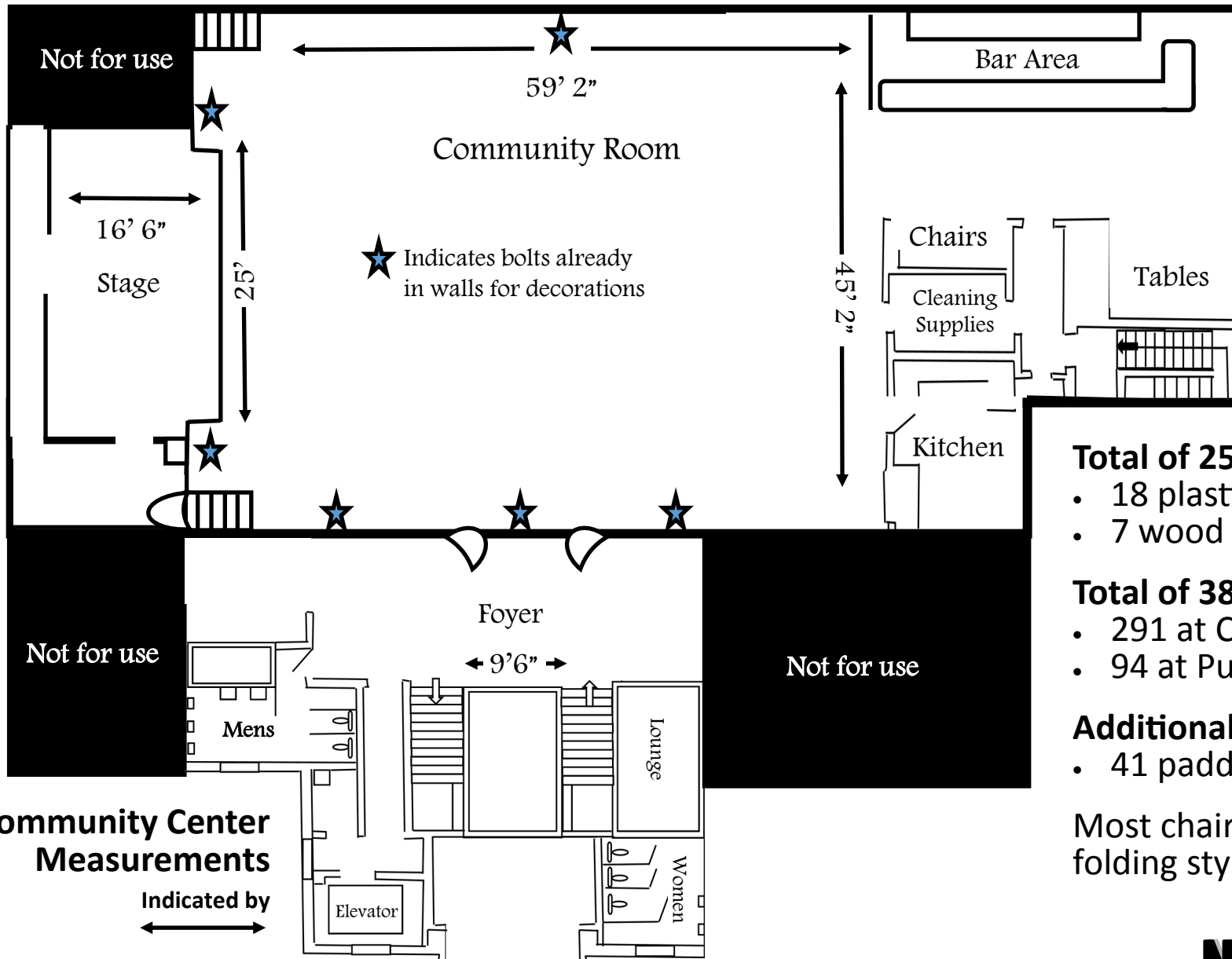
THE KEY SHALL NEVER BE TRANSFERRED TO ANY OTHER PARTY FOR ANY REASON.

- d. Rental and use by Renter extends to the Community Center and kitchen areas only. It shall be the responsibility of the Renter to ensure the remainder of the Owner's building is not entered or molested. Since permission was issued for use of the facilities for Community Center, all persons must leave the Owner's premises at the conclusion of the activity.
- e. Permission for the use of the facilities may be revoked when there has been violation(s) of any of these conditions or any other regulations.
- f. All Renters will be billed and/or charged for any additional costs associated with unreasonable wear or breakage to Owner's property, and/or custodial costs required due to leaving the facility in an unclean or damaged condition.
- g. Organizations and Renter's using the Community Center must be supervised by an adequate number of **adult sponsors** to assure proper care and use of Owner's property.
- h. **Smoking is not allowed in any part of City Hall.**
- i. There will be **no food or drink allowed in the carpeted area** of the Owner's building. Failure to comply will result in loss of full deposit and future rental dates will not be accepted.
- j. A cancellation of the event and/or a request for a refund must be submitted in writing to the Owner's Administration and a determination will be made, at the Owner's sole discretion.
- k. If legal action is brought involving this rental agreement, the prevailing party shall be awarded reasonable attorney's fees.
- l. For no reason shall any Renter place nails, tacks, holes, duct tape or any other form of attachment to the walls, ceiling, or other surfaces in the building. On floors, no wax, sand or salt on floor for dancing. Blue painters tape made for painted surfaces is allowable. Check with the custodial staff.

- m. **No glitter or small confetti may be used in decorations or activities at the Community Center.** Failure to comply will result in the loss of the deposit and additional charges for damage may apply.
- n. **DO NOT PROP THE HANDICAPPED SIDE OF THE FRONT DOOR OPEN. THIS WILL CAUSE THE MOTOR TO BURN OUT. PLEASE INITIAL THAT YOU HAVE READ THIS AND THAT YOU UNDERSTAND YOU ARE LIABLE IF YOU OR ANYONE IN YOUR PARTY DOES NOT ABIDE BY THIS RULE. ._____ (Initial)**
- o. The renter **only** may use the Community Center and may not sublet, assign or cater the use, without permission of the Owner, and in no event may derive any profit off the subletting, assignment or catering to others.
- p. Votive candles in a fire proof container, with the flame no higher than the top of the container, will be allowed so long as the renter assumes all responsibility and liability for damages to the building and contents due to any fire as a result of the candles. I AGREE THAT THE RENTER WILL ASSUME ALL LIABILITY FOR DAMAGES AS A RESULT OF THE USE OF VOTIVE CANDLES AND THAT NO OPEN FLAME CANDLES ARE ALLOWED ANYWHERE IN THE BUILDING. _____ (SIGNED).

*****CAPACITY OF THE COMMUNITY CENTER, BY STATE LAW, IS 356 PERSONS**

City of Hamilton Community Center (capacity 364)



- Total of 25 Tables**
- 18 plastic 8' by 30"
 - 7 wood 8' by 36"

- Total of 385 Chairs**
- 291 at City Hall
 - 94 at Public Works

- Additional chairs**
- 41 padded chairs

Most chairs are metal folding style

Community Center Measurements
Indicated by



**CITY OF HAMILTON
COMMUNITY CENTER RENTAL WALK-THRU LIST**

Appointment Date _____

Time _____

Event Date _____ Event _____

Name of Responsible Party _____

Items needed:

- Big Ladder
- Sound System
- Stage Lights
- Cooler
- Stove/Ovens
- Electrical Cords

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- All renters will be billed and/or charged for any additional costs associated with unreasonable wear or breakage to owner's property and/or custodial costs required due to leaving the facility in an unclean or damaged condition.
 - All food and drinks are to be consumed in the community center or kitchen, not on the carpeted areas.
 - Do not prop the Handicap door open, as it may damage the motor.
 - **“Painters Tape” may be used.** No other form of attachment may be made to the walls, ceiling, floors or any other surface. This means:
 - NO DUCT TAPE
 - NO SCOTCH TAPE
 - NO NAILS
 - NO STAPLES
 - NO TACKS
 - In Addition:
 - NO GLITTER
 - NO PAINTING
 - NO OPEN FLAMES (candles must be in glass or metal containers)
 - NO WAX, SAND OR SALT ON FLOOR FOR DANCING

I understand that with my signature, I am responsible for the above items and for completion of all items on the attached check-out list. Failure to comply may result in forfeiture of all or part of my deposit.

Signature _____

Date _____

Community Center Cleaning Checklist

Event & Contact Name: _____

Event Date: _____

- All decorations are removed including tape if applicable
- Tabletops wiped down and returned to original location
- Chairs wiped down and returned to original location
- All countertops and hard surfaces wiped down including ovens, refrigerator and microwave if used (kitchen and bar area)
- Oven and burners turned off.
- All hard floors have been swept and mopped as needed (main room, kitchen, bar area, men's and women's bathrooms, stage)
- All carpeted floors have been vacuumed as needed (bar area, main entry downstairs, hallway upstairs, stairs)
- Men's and women's bathrooms wiped down as needed (countertops, toilets, mirrors)
- All trash cans emptied, trash deposited in dumpsters outside in parking lot, new liners in cans (kitchen, bathrooms)
- The building is in the same condition as it was prior to the event
- All guests are out of the building
- All lights are turned off
- All doors are locked
- All damage must be reported immediately

I have read and agree to complete the items on the cleaning checklist with the understanding that part or all of my deposit can be forfeited according to the rental agreement if these items are not completed satisfactorily.

Signature of responsible party

Date