

RENTAL AGREEMENT

This agreement is made effective _____ (contract date) between **The City of Bennet, Nebraska** (the Lessor) and

NAME: _____ (the Lessee) for the exclusive use of the **Bennet Park Shelter Facility** and states the agreement of the parties as follows:

Date: _____ **Times:** _____

Intended Use: _____

This agreement does not reserve any exclusive right to restrict parking or use of any picnic or play equipment outside the Park Shelter Facility (building).

LESSOR reserves the right to cancel this agreement due to inclement or impending bad weather, or unforeseen maintenance/repair needs.

LESSEE acknowledges he/she has carefully examined the **Bennet Park Shelter Facility** and finds it suitable for the purpose leased, and any accessory equipment is in suitable and acceptable condition; that he/she will maintain both the facility and equipment in a safe, clean condition while in his/her custody.

LESSEE assumes full responsibility for condition of the facility and equipment. In the event any defect is discovered after acceptance of the rental facility, Lessee will immediately report same to Lessor. Continued use of the facility shall be entirely at the Lessee's risk.

LESSEE shall pay a **\$100** deposit (either cash or personal check) at the time this agreement is signed. The reservation is not complete, and the date will not be held until the form and deposit are returned to the **City of Bennet**. The deposit will be returned to the Lessee upon final inspection of the facility and return of key(s), less any expenses incurred to clean and/or to repair any damage caused to the facility or equipment by the lessee or anyone else during the rental period. Should damages exceed the damage deposit, Lessee agrees to make payment in full immediately upon the **City of Bennet's** presentation of an itemized repair bill. It is prohibited to duplicate any key(s) assigned to Lessee for the use of the facility.

LESSEE agrees to indemnify and hold Lessor harmless from, and against any and all claims for loss of /or damage to property or injury to persons (including death) resulting through the use of the **Bennet Park Shelter Facility**. Lessee further agrees to hold Lessor harmless should loss or damages occur to any of Lessee's personal property while carried in, or in use at the facility.

LESSEE further agrees not to use, nor permit the use of the **Bennet Park Shelter Facility** for any unlawful purpose or in a careless or negligent manner.

RISK OF LOSS OR DAMAGE: Lessee assumes all risks of loss or damage to the facility and equipment from any cause and agrees to return the facility in the received

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from Lessor. Lessee agrees to return key(s) or pay a \$25.00 replacement fee for any lost key(s), on or before the expiration of the rental period and replace any and all supplies consumed by use of the Lessee.

LIABILITY AND INDEMNITY: Lessee hereby agrees to bind him/herself, their heirs, personal representatives and assigns and release and discharge the **City of Bennet**, its employees, agents and assigns from any and all claims, loss, costs, damages, expenses, actions, judgments and attorney fees, which Lessee or Lessee’s heirs, personal representatives or assigns may have, or claim to have, against the **City of Bennet**, its employees, agents and assigns. Further, Lessee hereby agrees to defend, indemnify and hold harmless, the **City of Bennet**, its employees, agents and assigns from all claims, damages, demands, costs, losses, expenses, actions and judgments, which are created by or arise from Lessee’s occupation and use of the **Bennet Park Shelter Facility** during the rental period. Lessee agrees to pay all claims brought by third parties resulting from the occupation and use of the **Bennet Park Shelter Facility** during the rental period.

LESSEE expressly agrees to indemnify and hold Lessor harmless of, from, and against any and all loss, costs, damages, attorney fees and/or liability in connection with the enforcing of the foregoing rental contract by Lessor, including expenses incurred in collection or attempting to collect repair/replacement cost and in the event of suit by Lessor to recover possession of said rented property or equipment and/or to enforce any of the terms, conditions and/or provisions hereof.

Should any term or condition of this Rental Agreement be held void or unenforceable, then that term shall be deemed severed from this Agreement and the enforceability of the remainder shall not be affected and will remain in full force and effect.

THE TERMS AND CONDITIONS ON THIS CONTRACT CONTAIN THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR AND NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS RENTAL AGREEMENT.

DEPOSIT AMOUNT \$ _____

LESSOR (City of Bennet) AGENT : _____

LESSEE: _____ **PHONE #** _____

ADDRESS: _____

Signature _____ **Date:** _____
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Deposit: Retained Amt. _____ **Refunded Amt.** _____

Comment: _____

_____ **(Initials)** _____