

O'NEILL COMMUNITY CENTER LEASE AGREEMENT

FACILITY: O'Neill Community Center, "CENTER"
Building, Parking Lot and surrounding City owned property
501 South 4th Street, O'Neill, Nebraska 68763

PARTIES: "CITY" - City of O'Neill
401 E. Fremont Street
O'Neill, Nebraska 68763
(402) 336-3640

"LESSEE" - Name: _____ Address:
Phone Number: _____

Description of Event:
Date of Event: _____ Additional Days for set-up/cleaning

This agreement made this _____ day of _____, 20____, by and between the City of O'Neill, Nebraska, A Municipal Corporation, hereinafter referred to as "CITY", and _____ hereinafter referred to as "LESSEE" (whether one or more).

The rental rates are as follows and due to the City Office **before keys may be picked up.**

Kitchen	\$ 50.00 per event day
Rooms A/B	30.00 per event day
Room C	50.00 per event day
Large Room (includes Room C)	250.00 per event day
Package (four days/all rooms)	500.00 per rental
Additional days for Decorating/cleanup	50.00 per day

(If additional day is reserved for cleaning, LESSEE must be done by 6 PM)

CITY agrees to deliver possession of the following described premises, to-wit:

The O'Neill Community Center, located at 501 S. 4th Street, O'Neill, NE.

Room(s) needed: Room A _____ Room B _____ Room C _____
All _____ Large (to include Room C) _____ Kitchen _____

The occupancy shall commence on the _____ day of _____, 20____, and continue to the _____ day of _____, 20_____.

LESSEE herewith deposits with CITY the sum of (\$250 large room, \$30 room A/B \$50 room C and \$50 Kitchen or \$300 All) \$_____ upon receipt of this agreement, as a security deposit which will be retained by CITY to apply on any damage or loss other than ordinary wear occurring to said Community Center or equipment therein, any items not completed on cleaning list, or for failure to abide by the terms of this agreement. **Under no circumstances can said deposit be applied by LESSEE to pay rents due or in lieu of cleanup.** Said deposit, less itemized deductions, will be returned within 14 days of demand and notice by LESSEE.

LESSEE is fully responsible for all damage, and agrees to pay for all damages in excess of security deposit caused by LESSEE, LESSEE'S family, guests, servants, invitees, or others permitted by LESSEE to be on the premises.

LESSEE further agrees to use said premises solely for legal and proper functions and events and shall not sell or assign this agreement, or sublet under this agreement, without written consent of CITY.

LESSEE agrees not to do anything on the premises which would increase insurance rates or fire hazards or violate any municipal ordinances or codes or state laws.

That failure on the part of LESSEE to comply with any of the provisions of this agreement shall, at the option of the CITY, constitute forfeiture thereof.

LESSEE agrees the CITY shall have the right to enter said premises at any time during this lease.

LESSEE agrees to be bound by all existing rules and regulations and all reasonable rules and regulations which may, from time to time, be adopted by said CITY, and the same shall be construed to be conditions of this agreement.

Any property of whatsoever description left in or about the premises after the Lease term shall, at CITY'S option, become the property of the CITY.

CITY assumes no liability or responsibility for the personal property of LESSEE. CITY and LESSEE also agree that in the event said premises are totally destroyed by fire, rain, wind, or other causes beyond the control of CITY, or are condemned and ordered torn down by any properly constituted authorities of the Federal, State, County, or City Governments, then in any of these events, this agreement shall cease and terminate as of the date of such destruction of said premises.

In addition hereto, the CITY and LESSEE make the following covenants and agreements:

1. Anyone wishing to rent the Center should contact the City office with the date requested and type of activity they wish to hold. They will then be placed on the rental/use calendar; however this date will not be confirmed until the rental deposit is received. The date requested will be reserved for ten days, and if rental deposit is not received within this time period the date requested will be considered open on the calendar. **Any cancellations must be made within 15 days of the event or deposit will be forfeited.**
2. Rent must be PAID when the key is picked up at the City office during regular business hours, 8:00 a.m. to 5:00 p.m. Monday through Friday. LESSEE may pick up the key one day before the event. If LESSEE'S event is scheduled on a Saturday, Sunday, or holiday LESSEE must pick up the key on the last Business day prior to event. The rental fee for the Large room includes use of the facility one day before the event for set-up, provided the facility is not previously rented. If you wish to reserve additional days before the event, the fee is \$50.00 for each additional day and can be reserved one month prior to event, if available. The key must be returned promptly to the City office following the rental and after cleaning the Center. If event takes place on a weekend or holiday, key may be placed in drop box located on west side of City office. In the event LESSEE fails to return key or in case of loss, LESSEE will be liable for the cost of replacement.
3. Renter is totally responsible to the City for ANY damages occurring during the use of the building. There will be a minimum \$10.00 charge for any damages per use, with a maximum charge of the costs to repair damages.
4. Decorating for events will be allowed within the guidelines set forth by the City. **All tables must be covered during use and cleaned before being put away. No tacks, tape, nails, etc. will be allowed on the walls, floors/stage, or ceiling.**
5. LESSEE of the Center will be responsible for cleaning after the activity is over. **Restrooms must be cleaned, floors swept and/or mopped clean and any black marks must be removed, and trash placed in the dumpster behind the building. Trash in the parking lot must also be picked up.** Chairs and tables are available for LESSEE'S use and are stored in the storage areas at the north end of the building. Tables and chairs must be cleaned and put back when the event is over. A complete checklist is included with this contract.
6. No tables, chairs, utensils, or furnishings shall be removed from the Center. **Tables must be carried, not slid on the floor.** You must provide your own towels for cleaning the facility.
7. It is the City's discretion to use the Center first for community activities as a first priority, and thereafter for private purposes. In the event of an emergency, the City reserves the right to cancel this Lease agreement for use of the Center without notice when such emergency is deemed necessary by the City.

8. A major concern of the City is to keep the facility clean and prevent costly damages. The Center belongs to the citizens of the area, and is under the control of the City Council to oversee its care. LESSEE agrees that it will be responsible for all damages or liability that may occur during its use of the Center and agrees to indemnify and hold the City harmless for the same.

9. LESSEE acknowledges that CITY has the right to rent out portions of said community center not otherwise reserved by LESSEE. This does not apply to Package rental.

It is agreed that the terms of this agreement are contractual and not mere recitals and are binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

If any provision or paragraph of this agreement is unenforceable, the remaining provisions or paragraphs shall nevertheless be carried into effect.

CITY OF O'NEILL, NEBRASKA

Please read entire document before signing. **Return this Lease with deposit to 401 E. Fremont St. O'Neill, NE 68763.** Keep copy for your records. Make payment to City of O'Neill.

1. Do you plan to use CC speaker system Yes No

If yes, please contact City for instructions.

2. Will liquor be served at this event? Yes No

If liquor is to be served, Lessee is responsible for contacting the Knights of Columbus to make arrangements regarding the liquor license for the event. This should be done 30 days in advance if possible. Contact person for the Knights of Columbus: Hugh Shoemaker 402-336-4463 or 402-336-2177. If you choose to use a caterer other than Knights of Columbus, they must have a valid Nebraska Liquor Commission Special Designated license.

REMINDER: Proof of liability insurance is required if Liquor is to be consumed on the premises and the event is not being catered by a retail liquor licensee. If this is the case, Lessee must contact the City Office regarding acceptable proof of insurance.

Cleaning Checklist will be strictly enforced. You have the right to both a pre-rental and a post-rental inspection with a City representative. If you don't take advantage of this right, you are responsible for following "Cleaning Checklist" regardless of the Center's condition before you took possession. _____ (Initials)

I UNDERSTAND THAT I MAY NOT USE ANY ADHESIVE PRODUCTS ON THE WALLS OR FLOORING. _____ (Initials)

I have received a copy of the guidelines for the O'Neill Community Center and I will abide by the rules and regulations.

Lessee _____

Date(s) reserved _____

Dated _____

Rooms needed Lg _____ Sm _____ Kitchen _____ All _____

Rental fee amt _____

Date paid _____

Cleaning/Damage Deposit _____

Date paid _____

By: _____
City of O'Neill Designated Agent

Key number _____

Lessee Signature

"This institution is an equal opportunity provider and employer."

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov."

O'NEILL COMMUNITY CENTER CLEANING CHECKLIST

Questions: call Kris at 402-336-3640 or 402-340-5618 (after hours)

Please give a copy of this checklist to anyone helping with clean up.

The following list has been compiled to ensure proper cleaning and maintaining of the O'Neill Community Center. Upon completion of returning items properly and cleaning, your deposit will be returned. Cleaning supplies are located under the kitchen sink. **If checklist is not completed as outlined, deposit will not be refunded.**

Make sure all doors are locked when leaving. No garbage may be left outside of dumpsters. Any excess must be removed by Lessee

LARGE ROOM

___ **Wash off** and put tables and chairs away. Tables should all be placed **FACE UP** on carts with **8-12 tables per cart. Chairs are to be put away as directed inside door.**

___ Pick up trash and put in dumpster on west side of Community Center.

___ Sweep/Dust mop the floor and **mop up any spills.** Brooms and mops are in kitchen storage room.

___ Entryway doors need to be cleaned **and** floor swept and mopped. (Shake rugs out)

___ Sweep hallways

MEETING ROOMS

___ **Wash off** and put away tables and chairs in north storage rooms. Tables should all be placed **FACE UP** on carts with **8-12 tables per cart. Chairs are to be put away as directed inside door.**

- ___ Pick up trash and put in dumpster on west side of Community Center.
- ___ Dust mop the floor and **mop up any spills.** Brooms and mops are in kitchen storage room.
- ___ Entryway doors need to be cleaned **and** floor swept and mopped. (Shake rugs out)
- ___ Sweep hallways

KITCHEN

- ___ Put trash in dumpster on west side of Community Center.
- ___ Clean and put away any dishes, coffee makers, coolers, etc.
- ___ Sweep **and mop** floor.
- ___ Wipe counters off.
- ___ All appliances must be cleaned inside and out.

BATHROOMS

- ___ Clean toilets and urinals.
- ___ Clean sinks, faucets and mirrors.
- ___ Sweep **and mop** floor.
- ___ Put trash in dumpster on west side of Community Center. (Including small containers in stalls).

PARKING LOT

- ___ Pick up trash and put in dumpster on west side of Community Center.
- ___ Empty and clean smoking receptacles.

ANY TIME THE CENTER IS USED FOR AN EVENT, THE RESTROOMS AND ENTRY WAY MUST BE CLEANED ACCORDING TO CLEANING CHECK LIST.

Lessee Name

AGREEMENT OF CATERER

Anyone serving liquor at the CENTER is required to have at least One Million Dollars (\$1,000,000.00) in general liability insurance with proof of insurance provided to the City prior to the Event. Caterers must also have a valid Nebraska Liquor Commission license. **MINORS ABSOLUTELY WILL NOT BE SERVED ALCOHOLIC BEVERAGES.** The City will assume no responsibility for problems, legal or otherwise, which could result from consuming alcoholic beverages in the CENTER, or surrounding property. All caterers shall be solely and completely responsible for the liquor permit and any resulting violations. The special designated permit caterer will be allowed to use any equipment designated as “Bar Equipment”.

EVENT: _____ DATE: _____

The undersigned acknowledges that it will be the CATERER of alcoholic beverages in the CENTER.

1. CATERER shall follow all laws and rules regarding the providing of alcoholic beverages in the CENTER.

2. CATERER has a general liability insurance policy in effect in an amount not less than \$1,000,000.00 and CATERER shall provide CITY proof of said insurance for catering alcohol in the CENTER.

3. All responsibilities for damages or problems, legal or otherwise, which might result from providing alcoholic beverages in the CENTER, or surrounding property, shall be assumed by CATERER and CATERER agrees to hold the CITY harmless from any liability and indemnify the CITY for any costs incurred arising from CATERER's services at the O'Neill Community Center.

4. It is agreed that the terms of this agreement are contractual and not mere recitals and are binding upon the parties hereto, their successors, heirs, personal representatives, and assigns.

5. If any provision or paragraph of this agreement is unenforceable, the remaining provisions or paragraphs shall nevertheless be carried into effect.

CITY OF O'NEILL, NEBRASKA

DATE: _____

BY:

City of O'Neill Designated Agent

BY:

Caterer