

TECUMSEH COMMUNITY BUILDING

LEASE AGREEMENT

PARTIES

"CITY"

City of Tecumseh
122 S. 4th Street
Tecumseh, NE 68450
Phone 402-335-3570

"LEASOR"

Name: _____
Address: _____
Phone: _____
Email : _____

Description of event:.....

This agreement is made on this _____ day of _____ 20____, by and between the City of Tecumseh, Nebraska. The use of the Community Building shall commence on the _____ day of _____, 20____ at _____ am/pm and continue to the _____ day of _____ 20____ at _____ am/pm.

1. Leasor is fully responsible for all damage and agrees to pay for all damages more than damage deposit caused by Leasor, Leasor's family, guests, servants, invitees, or others permitted by Leasor to be on the premises.
2. Leasor further agrees to use said premises solely for legal and proper function and events and shall not sell or assign this agreement or lease under this agreement, without written consent of the City.
3. Leasor agrees not to do anything on the premises which would increase fire hazards or violate any municipal ordinances, codes, or state laws.
4. The failure on the part of Leasor to comply with any of the provisions of this agreement or rules at the option of the City, constitute forfeiture thereof.
5. Leasor agrees the City shall have the right to enter said premises at any time during this agreement.
6. Leasor will not cause or permit the premises to be used for any unlawful business or purpose whatsoever and that the Leasor will use due diligence in guarding the premises from damage by fire, theft, vandalism, and other casualties. The Leasor will hold the City harmless and indemnify the City for all expenses including attorney fees and court costs on any liability resulting from the Leasor's possession of the premises or the conduct of the Leasor or those the Leasor permits on the premises.
7. The city and agents shall not be liable for any damages to personal property or injuries to the person of Leasor or others from any cause arising out of this lease. Leasor further agrees to indemnify and hold harmless the City and agents thereof from any claim or loss - including that of Leasor- 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. Leasor acknowledges that Leasor has been encouraged to examine his or her insurance coverage relating to this event. Leasor is not insured by the city. City assumes no liability or responsibility for the personal property of Leasor.

8. Anyone wishing to use the Community Building shall contact the City with the date requested and type of activity they wish to hold. The event will be placed on the calendar; however, this date will not be confirmed until the LEASOR returns this lease agreement and pays half of the event rental fee within five business days of the request. If the Leasor rental deposit is not received within five business days, the date requested will be considered open on the calendar. The remaining second half of the rental fee will be due at least 7 days prior to the day of the event, and can be paid at City Hall. If reservation is cancelled within 7 days prior to event, rental deposit is forfeited. Please make checks payable to: City of Tecumseh.
9. Decorating is allowed. Leasor can decorate the day before the date reserved providing the building is not reserved on that day. Additional days to decorate may be reserved for a fee of \$50.00: for each additional day. **NO GLITTER OR CONFETTI IS ALLOWED. NO TACKS, TAPE, NAILS, STAPLES ETC WILL BE ALLOWED ON THE WALLS FLOORS OR CEILING. NO CANDLES WITH AN OPEN FLAME ARE PERMITTED. USE OF OPEN FLAME CANDLES WILL RESULT IN THE FORFEITURE OF THE SECURITY DEPOSIT.**
10. Leasor of the Community Building will be responsible for cleaning after the activity is over. Restrooms must be cleaned, floors swept and/or wiped clean and trash placed in the dumpster across the street from City Hall. Tables and chairs must be cleaned and returned to their original location.
11. No tables, chairs, utensils, or furnishings shall be removed from the Community Building. You must provide your own dish rags/towels.
12. It is agreed that the terms of this agreement are contractual and are binding upon the parties.
13. If any provision or paragraph of this agreement is unenforceable, the remaining provisions or paragraphs shall nevertheless be carried into effect.

Community Building Damage Deposit:

The Damage Deposit must be paid at City Hall at least 7 days prior to the event date. Please make checks payable to: City of Tecumseh.

The DAMAGE DEPOSIT is fully refundable unless one or more of the following occurs:

1. Cleaning procedures beyond the scope of normal maintenance are required;
2. Repairs or replacement are required due to facility or equipment damage;
3. The event exceeds or does not meet contractual terms (e.g., event goes beyond contracted hours, or client/vendors take more than one hour to vacate the premises at the end of the event) All items, including rentals must be removed at the end of the event.

**Should cleaning time go above and beyond the deposit amount, additional cleaning will be billed to leasor at a rate of \$40/hr.

***Damages and repairs beyond the deposit amount will be billed based on repair/replacement cost.

Please read the entire document before signing. Return this Lease Agreement to City Hall, 122 S. 4th Street, Tecumseh, NE 68450. Keep a copy for your records. Make payment to the City of Tecumseh.

Will liquor/alcohol be available for purchase at this event? ___ Yes ___ No

Will liquor/alcohol be served, provided by you, but not for sale? ___ Yes ___ No

IF LIQUOR/ALCOHOL IS TO BE AVAILABLE FOR PURCHASE, LEASOR IS RESPONSIBLE FOR CONTACTING A LIQUOR/ALCOHOL RETAILER HAVING A CATERING LICENSE TO MAKE ARRANGEMENTS REGARDING THE SPECIAL DESIGNATED LIQUOR LICENSE ("SDL") REQUIRED FOR THE EVENT. APPLICATION FOR AN SDL SHOULD BE MADE AT LEAST 30 DAYS IN ADVANCE AS SOL'S ARE ISSUED BY THE NEBRASKA LIQUOR CONTROL COMMISSION.

14. Under no circumstances can said deposit be applied by Leasor to pay fees and charges due in lieu of cleanup. Said deposit, less itemized deductions will be returned within 30 days of the event.

- **Cleaning checklist will be strictly enforced. You have the right to both a pre-use and post-use inspection with a city representative. If you don't take advantage of this right, you are responsible for following "Cleaning Checklist" regardless of the Community Building's condition before you took possession.**

I have received a copy of the guidelines for the Tecumseh Community Building, and I will abide by the rules and regulations.

LEASOR: _____

DATE(S) RESERVED _____

DATED _____

___ COPY OF SDL RECEIVED

RENTAL DEPOSIT (first half) \$ _____

DATE PAID _____

RENTAL FEE (2nd half) \$ _____

DATE PAID _____

DAMAGE DEPOSIT \$ _____

DATE PAID _____

LEASOR'S SIGNATURE

CITY OF TECUMSEH, NEBRASKA

-Approved By: _____(SIGNATURE)

AGREEMENT OF CATERER

FOOD/ALCOHOL

Anyone selling liquor/alcohol at the COMMUNITY BUILDING is required to have at least One Million dollars (\$1,000,000) in general liability insurance with proof of insurance provided to the city prior to the Event. Alcohol 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 COMMUNITY BUILDING or surrounding property. All caterers shall be solely and completely responsible for the liquor permit and any resulting violations.

EVENT: _____ DATE: _____

The undersigned acknowledges that it will be the cater of alcoholic beverages in the Tecumseh Community Building.

1. Caterer shall follow all laws and rules regarding the providing of alcoholic beverages in the Tecumseh Community Building.
2. Caterer has a general liability insurance policy in effect in an amount not less than \$1,000,000 and caterer shall provide city proof of said insurance for catering alcohol in the Tecumseh Community Building.
3. All responsibilities for damages or problems, legal or otherwise which might result from providing alcoholic beverages in the community room, 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 Tecumseh Community Building.
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 TECUMSEH, NEBRASKA

DATE: _____

BY: _____

CLEANING CHECKLIST

TECUMSEH COMMUNITY BUILDING

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

The following list has been compiled to clarify the duties of cleaning the Tecumseh Community Building after a function. **Make sure all doors are locked when leaving. No garbage may be left outside of dumpsters. Any excess must be removed by LEASOR. DUMPSTER IS LOCATED ACROSS THE STREET FROM CITY HALL.

- Wash off tables and chairs. Place tables and chairs back on carts
- Pick up trash and put in dumpster.
- Dust mop the floor and **mop up any spills**. Brooms and mops are in the storage room.
- Please advise if something is broken or not working properly.
- Clean and put away any dishes, etc. used.
- Wipe counters off.
- All appliances must be cleaned inside and out.
- Clean toilets and urinals, as necessary.
- Clean sinks, faucets, and mirrors.
- Pick up trash OUTSIDE, (sidewalks, yard area) caused from event

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

_____ LEASOR

Date: _____