



CITY OF WESTMORELAND

Community Center/Park Shelter Reservation Application

Type of Event _____

Contact Person and/or Organization _____

Is this a Public Event? Yes No

Address _____ City _____ Zip _____

Phone (Primary) _____ (Secondary) _____

Email Address _____

Shelter/Building Requested (please check selection below):

Community Center Frank Memorial Shelter Dechairo Park Shelter

RV Park bathrooms needed for shelter use.

Date Requested: _____ All Day Time Frame _____ to _____

FEES:	<u>Private</u>	<u>Public</u>
Community Center	\$40 a day \$25 Cleaning Deposit	Free \$25 Cleaning Deposit
Frank Memorial Shelter	Free \$20 Fireplace Use	Free \$20 Fireplace Use
Dechairo Park Shelter	Free	Free

Please return this completed form to:

City of Westmoreland

202 Main

Westmoreland, KS 66549

Email the form to: westycity@cityofwestmorelandks.org

OFFICE USE ONLY

Date Submitted: _____

Amount Due: _____

Date Paid: _____

Initial: _____

COMMUNITY CENTER COMMERCIAL RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is made and entered into as of the ____ day of the _____, 20____, by and between the City of Westmoreland ("The City"), and _____ ("Renter").

1. **Premises:** The City leases to the Renter, and Renter leases from The City, the following described premises and all furniture and the improvements situated on the premises (hereinafter, in whole or in part, together with all structures, fixtures, and appurtenances, the "Premises").

The Community Center
201 Main Street
Westmoreland, KS 66549

2. **Reservation Application:** Renter agrees they have completed and submitted the reservation application to the City and the terms thereof are incorporated herein by reference.

3. **Rental Rates and Security Deposit:**

The Community Center may be used for the following and will be charged the above rental rates:

- a. Any activity open to the general public for which an admission charge, ticket sales, or any fee collection process is utilized.
- b. Any activity open only to a special interest group such as weddings, family reunions, class reunions, private birthday parties, private anniversary parties/celebrations, and not open to the general public.
- c. Any activity conducted by a local individual, group, or organization for a commercial purpose such as company meetings, craft fairs for profit, product selling parties, etc.

Renter agrees to pay a \$40.00 rental fee with an additional \$25.00 deposit. The deposit fee is for key rental. Upon return of the key to City Hall and inspection of the building, the deposit will be returned to the renter, without interest, upon the completion of the terms of this Agreement, provided that Renter is not in default on any of Renter's obligations hereunder. The deposit shall be held by The City, without liability for or payment of interest thereon, as security for the faithful performance by Renter of all the terms, covenants, and conditions contained in this Agreement. The City shall not be required to hold the deposit as a separate fund but may commingle it with other funds. If at any time during the Lease term any Rent payable by Renter is overdue, or if Renter fails to perform any of the other terms, covenants, or conditions to be performed by Renter, then The City, at its sole option, may appropriate and apply all or any portion of the deposit to the payment of any such overdue Rent and to the compensation of The City for loss or damage sustained by The City due to a breach of this Lease by Renter, without prejudice to The City's other remedies. Should all or any part of the security deposit be appropriated and applied by The City as

provided above, then Renter shall, upon demand by The City, immediately remit to The City a sufficient amount of cash to restore the same to the original sum deposited. Failure to do so within ten (10) days of demand shall constitute a default hereunder.

4. **Rental Fee Waived When:** The City agrees not to charge a rental fee for any city, school, after prom event, nonprofit organization or any other activity that conducts a public meeting with no admission charge, no ticket sales, or any fee collection of any kind. Notwithstanding the same, Renter shall pay the \$25.00 deposit fee as mentioned above. All other terms of this lease agreement shall apply in the same manner.
5. **Permitted Use:** Renter covenants that The Community Center will be used for one of the following Permitted Uses only, together with the incidental activities of Renter and for no other use or purpose. Renter further covenants that The Community Center will not be used for any unlawful purpose(s). Renter acknowledges that the Permitted Use is not a use granted exclusively to Renter and The City may lease premises to others for the same or similar permitted use.
6. **Where Rent/Fees Paid:** Rent and all other payments, to be made by the Renter shall be paid to the City at the following address, or at such other address as The City may specify:

Westmoreland City Hall
Attn: City Clerk
202 Main Street
Westmoreland, KS 66549

7. **No Deductions:** Rent payable hereunder shall be paid promptly and in full. Renter shall not be entitled to make or claim any deductions or set offs to any Rent Payments owing hereunder for any reason whatsoever, unless the same is expressly authorized in this Agreement or by writing signed by the City.
8. **Terms and Conditions:** Renter agrees to follow the following. Failure to follow any of the below terms and conditions may result in forfeiture of the deposit.
 - a. Rental includes use of tables/chairs and kitchen facilities – if needed.
 - b. Clean up fees of \$25.00 an hour may be assessed based on the condition of the premises following the event. The Renter is responsible for clean up as much as possible to minimize clean up charges. All cleaning supplies are to be furnished by Renter.
 - c. Renter must clean premises and put the tables/chairs back as originally found.
 - d. Renter must clean up trash and place in the receptacle outside the Community Center.
 - e. If using the kitchen, clean all counter tops and clean/put away kitchen utensils/equipment.
 - f. Renter must clean turn off all lights and lock all doors.
 - g. Return the key to City Hall, either in person or by placing in the drop box outside the front door of City Hall.

- h. Renter must be eighteen (18) years old or older to rent the Community Center.
- i. Absolutely no items are allowed to be screwed, nailed, staples, thumbtacked, and taped to the walls, ceiling tiles, etc.
- j. Renter is responsible for the liability of their guests as well as any damage to city premises.
- k. Key may be checked out on the business day preceding the event.
- l. Renter or representative must remain with the building during rental.
- m. Building must be locked whenever renter leaves the premises. If building is left unattended or unlocked, renter accepts full liability for any damages that may occur.
- n. Report all damage to the City Hall as soon as possible, either prior or after the rental.
- o. Absolutely no alcohol on the premises or the surrounding property shall be permitted. Any violation of this clause by Renter or it's guests shall cause a forfeiture of the deposit and a shall bar the Renter from renting city facilities for one year from the date of the infraction.
- p. The City of Westmoreland reserves the right to limit a group's use of the Community Center in order to accommodate multiple uses of the center.

9. **Delivery and Acceptance of Premises:** Renter has inspected and knows the condition of the Premises and accepts the same in its present condition. By its execution of this Agreement, Renter acknowledges that The City has made no warranties, representations, or statements whatsoever concerning any condition or matter relating to the Premises, including such matters as the income expectation of the Premises, or physical condition of the Premises or any improvements thereon. Renter is hereby renting the Premises "as is" and "where is" and agrees that it relies upon no warranties, representations, or statements by The City or any other persons for The City in entering into this Agreement.

10. **Damage or Destruction:**

- a. **Substantial Damage or Destruction:** In the event the Premises are at any time during the term of this Agreement destroyed or so damaged by fire or other casualty that the Premises cannot be substantially restored within sixty (60) days from the date of destruction, this Agreement shall be subject to cancellation at the option of either The City or Renter. If no notice of cancellation is given, this Agreement shall remain in full force and effect and The City shall proceed with due diligence to replace and restore the Premises to the same condition as they were in immediately prior to such destruction. During the period from and after the date of destruction to the date of replacement and/or restoration, Rent shall be abated.
- b. **Insubstantial Damage:** In the event the Premises are at any time during the term of this Lease damaged by fire or other casualty but can be restored and repaired within sixty (60) days, then this Agreement shall remain in full force and effect, and The City shall proceed with due diligence to repair and restore the Premises to the same condition as they were in immediately prior to such damage. During the period from

and after the date of damage to the date of repair and/or restoration, Rent shall be prorated in accordance with the extent of the damage to the Premises.

11. **Waste or Nuisance:** Renter shall not commit or allow any waste, nuisance, or other such act or omission to occur on the Premises and shall not do any act or allow on the Premises any condition which may disrupt the quiet enjoyment of those occupying surrounding properties or adjacent premises.
12. **Compliance with Laws:** Renter shall comply with all laws, orders, regulations, ordinances, and other public requirements at any time affecting the Premises or the use of the Premises. Renter shall defend and indemnify The City from any liability or expense resulting from Renter's failure to obey these covenants.
13. **Parking:** Renter agrees that it, its agents, employees and guests will park their vehicles only in such areas as The City from time to time designates. No vehicles shall be parked in any area not designated for parking.
14. **Exculpation of The City:** Renter shall have no claim against The City for, and The City shall have no liability to Renter for, any accidents or occurrences which arise on or respecting the Premises, unless The City has actively and intentionally caused the harm. The City shall not be liable to Renter for any loss or damage to Renter, or to any property of Renter located in or about the Premises, regardless of the cause of the loss or damage.
15. **Indemnity:** Renter shall at all times save, defend, and hold The City harmless from and against all loss, expense, and claims for liability for personal injury or property damage that may be claimed with respect to any person or property resulting from any act done or omission by or of Renter.
16. **Waivers:** The failure of The City to seek redress for violation of or to insist upon the strict performance of any covenant or provision in this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation. Any waiver, consent or approval on the part of The City must be in writing and shall be effective only to the extent specifically set forth in the writing. No delay or omission by The City in the exercise of any right or remedy with respect to any one occasion shall impair The City's ability to exercise the right or remedy in the same or on another occasion.
17. **Return of Premises:** At the termination of this Agreement, however caused, Renter agrees to deliver the Premises to The City in good working order and condition.
18. **Quiet Enjoyment:** So long as Renter is not in default hereunder, The City will not disturb Renter in its quiet enjoyment of the Premises.
19. **Successor and Assigns:** This Agreement shall inure to the benefit of and be binding upon the heirs, estates, executors, administrators, receivers, custodians, successors of the respective parties.

20. **Entire Agreement:** This Agreement shall inure to the benefit of and be binding upon the heirs, estates, executors, administrators, receivers, custodians, successors, and in the case of Renter, permitted assigns of the respective parties.
21. **Amendments.** No amendments may be made to this Agreement except by an agreement in writing executed by all the parties.
22. **Heading, Pronouns, and Other Rules of Construction:** The headings to this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof. Whenever the context may require, all pronouns and any variations thereof as used herein shall be deemed to refer to masculine, feminine, or neutral, singular or plural as the identity of the person(s) may require. The words "include," "includes," and "including" as used herein shall be deemed followed by the phrase "without limitation." The words "herein," "hereof," "hereunder," and similar terms used in this Lease shall be deemed to refer to this Agreement, unless the context otherwise requires.
23. **Severability:** If any one or more provisions of this Agreement shall, in whole or in part, be deemed invalid or would operate to invalidate the terms of this Agreement, then said provision(s) shall be deemed null and void but shall not affect any other provision of this Agreement and the remaining provisions shall in no way be affected, prejudiced, or disturbed hereby. All covenants, agreements, undertakings, representations, and warranties of Renter herein will survive the termination of this Lease.
24. **Governing Law:** This Agreement shall be governed by the laws of the State of Kansas and any disputes shall be heard in the District Court of Pottawatomie County, Kansas.

IN WITNESS WHEREOF, the undersigned have executed this Lease as of the date first written above.

THE CITY OF WESTMORELAND:

Westmoreland City Hall,

By: _____
City Clerk

RENTER:

By: _____

Printed Name: _____

Title: _____