

HALE HALL FACILITY USE AGREEMENT

Rental rates per day are as follows: (tax included)

Year Round =\$100

Security Deposit =\$250

The Renter shall pay a Security Deposit in addition to the rental fees. The Security Deposit is held by the City to ensure proper cleanup and that the facility, equipment and surrounding area are not damaged during the rental.

The City reserves the right to deduct from the Security Deposit all additional charges relating to, but not limited to, janitorial services, maintenance/repair services, staff time, or emergency services that were required as a result of your use. **If damages exceed the deposit amount, additional charges may be billed.**

The Security Deposit may be fully or partially withheld for any of the following reasons:

- o Damage to facility, equipment, or surrounding area.
- o Insufficient cleaning of building and/or premises.
- o Renter use exceeded time frame reserved.
- o Keys are not returned as outlined by policy.
- o General policies, rules and procedures are not followed.
- o Misuse of City facility.
- o Staff time for removal of items left in facility and/or storage of said items.
- o Renters are responsible for the conduct of their guests attending the event. If your event requires police intervention, part or all of your deposit may be withheld.

Rental times of the facility start at 9:00am on the rental date to 9:00am the following day. This time frame includes set-up and cleanup time of the facility and grounds. The City staff will inspect the facility at 9:00am.

Renters shall not permit the sale of alcoholic beverages in the facility, except and unless there has been prior approval for the appropriate permit/license by the Whitewood City Council for the sale of alcoholic beverages.

The Renter has use of the tables and chairs provided. The same shall be accounted for at the final inspection. **TABLES AND CHAIRS ARE NOT ALLOWED OUTSIDE THE BUILDING.**

The Renter shall abide by all local ordinances as well as state and federal laws.

Tobacco products are prohibited within all City facilities.

This application, when executed by both parties, becomes a legally enforceable contract and the Renter agrees to comply with all the terms and conditions set forth herein, and to

all City Rules and Regulations. The undersigned warrants that if the applicant is not an individual, he/she has the authority to bind applicant.

General Policies, Rules, and Procedures

FLOOR

The Renter is responsible for all damage to the flooring during the rental. Understanding that temporary stains will occasionally occur, the Renter will be responsible for cleaning costs associated with the removal of the stain. If the floor cannot be sufficiently cleaned or if the damage is severe (cuts, scratches), the Renter will be responsible for the cost of the repair.

FACILITY CLEANING

Renters are required to restore this building back to its original condition – janitorial/housekeeping are not included with rental. Cleaning supplies and garbage liners are provided in the storage areas

FLOORS – The tiled floor is to be swept and spot mopped where necessary.

GARBAGE – All garbage is to be taken outside to the large container located behind the building. Reline the garbage cans with the liners provided (in the kitchen). Clean out any spilled garbage in the container.

KITCHEN – Clean all appliances inside and out. Check the refrigerator and freezer and remove any items. Clean off counters with wet cloth. Sweep and mop the floor. Make sure the stove burners and oven are off. Remove garbage, spray disinfectant in the containers and replace liners. Remove ALL items brought into the kitchen.

TABLES & CHAIRS – The tables & chairs are to be wiped down, folded, and placed back in their proper storage area. Please take care of placing them on the racks provided.

GENERAL – All cleaning must be done by the end of the rental time frame – 9AM. Clean all outside areas surrounding the facility including parking areas used by the Renter and guests. Check all windows and doors to make sure they are closed and secure before leaving. All doors must be locked. All items brought in by the Renter, guests, staff, decorators, caterers, or others must be removed by the end of the rental time frame.

KEYS

The Renter is responsible for picking up keys for their rental from City Hall, 1025 Meade Street. Each rental is allowed one set of keys. It is the sole responsibility of the Renter to unlock the facility for their guests, staff, decorators, caterers, etc. The Renter must return the keys to City Hall the day after the rental or on Monday if the rental is on a weekend.

KITCHEN

The kitchen contains a refrigerator with freezer, a gas stove and oven, a microwave, a 55-cup coffee pot, double sinks, and necessary cleaning supplies. The kitchen DOES NOT contain dishware, glassware, utensils, or linens.

LOST & FOUND

Lost and found items must be claimed within 10 working days after the rental. The items will be labeled and turned into City Hall at 1025 Meade Street for pick up.

SAFETY

Exits, entrances, air supply vents, and sidewalks must be kept clear at all times. Exit signs must be kept visible at all times. Fire extinguishers must be kept clear at all times.

GENERAL POLICIES

- The City staff has the right to enter the facility at any time during your rental.
- Smoking is prohibited within all City facilities.
- Tables and chairs are NOT allowed outside of the building.
- During the winter months, it is the Renter’s responsibility to clear walk-ways, stairs, and entrances of snow and ice.

HOLD HARMLESS AGREEMENT

I/We hereby agree to indemnify and hold harmless the City of Whitewood and its officers, agents, employees, and volunteers from any and all losses, expenses, damages, demands, and claims in connection with or arising out of any injury, alleged injury, or death to any persons or damage or alleged damage to personal or real property, sustained or alleged to have been sustained in any manner in connection with, having arisen out of, or resulting from the rental or use of City-owned property.

Further, I/we agree to defend any suit or action brought against the City, its officers, agents, employees, or volunteers based upon such alleged injury or damage and to pay any and all damages, costs, and expenses, including attorney’s fees, in connection therewith or resulting therefrom.

Renter’s Printed Name

Renter’s Signature

City Official