

## **RENTAL AGREEMENT – HAWKINS COMMUNITY CENTER**

This Agreement made between the **CITY OF HAWKINS** hereinafter referred to as "OWNER", and, \_\_\_\_\_ hereinafter referred to as "RENTER".

### ***WITNESSETH***

This agreement includes and incorporates the conditions of Rental Agreements attached or on file at the owner's administration office, and all applicable Hawkins Municipal Codes and State and Federal Laws.

#### **Rental Categories**

**1. Full Use Renters:**

Full Use renters are defined as individuals, for profit and non-profit organizations and governmental entities who hold a function and require full use or partial use of the complete community center facility. A **cleaning/damage** deposit is required. Full use renters may rent for a full day or half day dependent upon their needs. **A rental fee for the kitchen will be charged for use of the ovens and/or food preparation.**

**2. Hourly Use Renters:**

Hourly use renters are defined as individuals, for profit and non-profit organizations and governmental entities who require use of the community center only (no other facilities) for a meeting or event. (Duration not to exceed four (4) hours). There is **no deposit** required for hourly users, but the renter is responsible for setup, replacing tables and chairs to the storage areas, and sweeping the community center floor. If there is damage to the facility, the renter agrees to accept full responsibility and liability for the damage.

**3. Non-Profit Events:**

**Non-profit is defined as any religious, charitable, social, educational or civic group which does not distribute profits or dividends to the members thereof, and where profit is not its primary objective. Non-profit events that are free of charge and open to the public will be entitled to a fifty percent (50%) rental discount. Non-profit events that are intended for fundraising purposes will be entitled to a twenty-five percent (25%) rental discount.**

**4. Determination of Use:**

**The Mayor or the Mayor's designee shall make a determination of allowable use for all renter types and will resolve questions regarding discounted rental fees. If the renter disagrees with the decision rendered, the applicant may appeal the decision to the City Council.**

The Renter agrees to pay \$\_\_\_\_\_ for rental of the Hawkins Community Center.  
 The Renter agrees to pay One Hundred Dollars (\$100.00) for a cleaning/damage deposit. This is refundable subject to the terms of this agreement, the prompt return of the completed Community Center checkout list, and the key. If cleaning and/or damage repair exceeds the deposit of One Hundred Dollars (\$100.00), the Renter agrees to accept full responsibility and liability for the additional amount.

Both the key and the completed Community Center checkout list must be returned to the City Administration Office before the cleaning/damage deposit is returned. If the Renter violates these terms, the Owner may unilaterally terminate the contract. The Renter agrees to abide by the terms of this agreement.

#### Definitions

FULL DAY (8:00 A.M. - 12:00 midnight)

HALF DAY Not to exceed 6 hours

HOURLY RATE Not to exceed 4 hours

#### COMMUNITY CENTER RENTAL CHARGE

<b>Fees:</b>	<b>Full Day</b>	<b>½ Day</b>	<b>Hourly Rate (4 hours max.)</b>
Administration Charge (1-time per event)	\$30.00	\$30.00	
Replacement/Upkeep	\$75.00	\$25.00	
Trash Disposal	\$20.00	\$20.00	
Insurance	\$50.00	\$50.00	
Kitchen (Additional Fee)	\$100.00	\$50.00	

DATE:

Rental Dates:

Rental Times: Anticipated Attendance:

Name of Event:

Name of Caterer:

**MY SIGNATURE VERIFIES THAT I HAVE FULLY READ THIS RENTAL AGREEMENT AS WELL AS THE CONDITIONS OF RENTAL AGREEMENT, AND I AGREE TO AND DO ACCEPT FULL RESPONSIBILITY TO ABIDE BY THESE CONDITIONS AS WELL AS ALL OTHER APPLICABLE LAWS AND REGULATIONS.**

Print Name

Mailing Address

City, State, Zip

Work Phone

Home Phone

Renter's Signature Date

Owner's Signature Date

**For Office Use Only**

Total Amount Charged \$

Deposit Received \$ Date Receipt #

(No Receipt Given for Deposit Check) · Initials

Keys provided to Date Keys Returned

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Amount of Deposit Returned \$ Date Deposit Returned

Deposit Returned: · By Mail · In Person

To

Address

Initials

**Conditions of Rental Agreement:**

- a. A walk through with custodial staff is required. A key must be checked out on the day of your event or the Friday before, by 5:00 p.m. You will not receive the key until the walk through is completed.

Please contact City Hall at (903) 769-2224 during business hours to schedule the walk through, at least 24 hours before your event.

- b. Permission and scheduling for the use of the Community Center and the use of any City equipment shall be issued through the City's Administration Office.
- c. A written agreement for the use of the Community Center shall be granted only upon written request by a duly authorized representative of the organization seeking the use of the facility. The key will be checked out to the Renters representative responsible for the event. Renter accepts responsibility for the actions of its representative(s) related to this rental agreement.

**THE KEY SHALL NEVER BE TRANSFERRED TO ANY OTHER PARTY FOR ANY REASON.**

d. Rental and use by Renter extends to the Community Center and kitchen areas only. It shall be the responsibility of the Renter to ensure the remainder of the Owner's building is not entered or molested. Since permission was issued for use of the facilities for Community Center, all persons must leave the Owner's premises at the conclusion of the activity.

e. Permission for the use of the facilities may be revoked when there has been violation(s) of any of these conditions or any other regulations.

f. All Renters will be billed and/or charged for any additional costs associated with unreasonable wear or breakage to Owner's property, and/or custodial costs required due to leaving the facility in an unclean or damaged condition.

g. Organizations and Renter's using the Community Center must be supervised by an adequate number of **adult sponsors** to assure proper care and use of Owner's property.

**h. Smoking is not allowed in any part of Community Center.**

i. There will be **no food or drink allowed in the carpeted area** of the Owner's building. Failure to comply will result in loss of full deposit and future rental dates will not be accepted.

j. A cancellation of the event and/or a request for a refund must be submitted in writing to the Owner's Administration and a determination will be made, at the Owner's sole discretion.

k. If legal action is brought involving this rental agreement, the prevailing party shall be awarded reasonable attorney's fees.

l. For no reason shall any Renter place nails, tacks, holes, duct tape or any other form of attachment to the walls, ceiling, or other surfaces in the building. On floors, no wax, sand or salt on floor for dancing. Blue painters tape made for painted surfaces is allowable. Check with the custodial staff.

**m. No glitter or small confetti may be used in decorations or activities at the Community Center.**

Failure to comply will result in the loss of the deposit and additional charges for damage may apply.

n. The renter **only** may use the Community Center and may not sublet, assign or cater the use, without permission of the Owner, and in no event may derive any profit off the subletting, assignment or catering to others.

o. Votive candles in a fire proof container, with the flame no higher than the top of the container, will be allowed so long as the renter assumes all responsibility and liability for damages to the building and contents due to any fire as a result of the candles.

**I AGREE THAT THE RENTER WILL ASSUME ALL LIABILITY FOR DAMAGES AS A RESULT OF THE USE OF VOTIVE CANDLES AND THAT NO OPEN FLAME CANDLES ARE ALLOWED ANYWHERE IN THE BUILDING.**

(SIGNED).

**\*\*\*\*CAPACITY OF THE HAWKINS COMMUNITY CENTER, BY STATE LAW, IS  
550 PERSONS**

108