**City of Winner City Hall Community Room Agreement**

\*NO SMOKING INSIDE OR WITHIN 20 FT OF OUTSIDE ENTRANCES

1. **Unauthorized Property and Materials:** Lessee shall not bring or permit anyone to bring into the Community Center, nor keep therein, any material that will increase the fire hazard or the rate of insurance on the premises or on any property therein. Lessee shall not bring, or permit any person, to bring into said premises any animals, or any other property of any kind without the consent of the Finance Officer of the City of Winner (hereinafter Facility Director) and shall not place or put up any decorations without the consent of the Facility Director. Lessor reserves the right at any time to require the Lessee to remove from the premises any animals, furniture, fixtures, wiring, exhibits, or other material placed therein or permitted to be placed therein by Lessee without such consent and to terminate this contract without notice or award of damages to the Lessee.
2. **Control of Premises:** In renting said premises, Lessor does not relinquish the right to control the management thereof, and to enforce all necessary and proper rules for the management and operation of same, and Lessor, through its Facility Director, policeman, fireman and other designate representatives, shall have the right at any time to enter any portion of said premises for any legitimate purpose whatsoever, and the entire Community Center, including the premises expressly covered by this Agreement shall at all times be under the charge and control of the Facility Director.
3. **Concession Rights and Control of Employees**: All the concession rights are reserved by the Community Center unless otherwise expressly stated to the contrary on the face of this Agreement. Lessor reserves the sole and exclusive right to offer for sale on, in, or about the premises covered by this Agreement, any soft drinks, food, alcoholic beverages, souvenirs, or other merchandise of any sort, provided that Lessor may lease all concession rights to any party or parties designated by Lessor. Lessor reserves the right at all times to control the ushers, gatemen, ticket takers and all other employees of the Lessee and the right to remove from the premises any and all such employees of the Lessee and the right with its officer and agents including its police officers, to eject any objectionable person or persons from the building and premise; In the event of the exercise of this authority, Lessee hereby waives any and all claims for damages against the City of Winner on account thereof.
4. **Lighting**: Lessor shall furnish lights according to the present openings in the premises covered by this Agreement and no gasoline, oil flashlights, or any other artificial lighting shall be permitted therein without the consent of the Facility Director.
5. **Damage to Premises**: Lessee will not cause or permit any nails or other objects to be driven into any portion of the building or signs to be affixed to the exterior thereof, or cause or permit any changes, alterations, repairs, painting, or staining of any part of the building or the furnishing or equipment thereof, nor do, or permit to be done, anything which will damage or change the finish or appearance of the building or the furnishings thereof. Lessee will pay the cost of repairing any and all injury or damage which may be done to the building or any of the fixtures, furnishings, or furniture thereof by any act of Lessee or any of Lessee’s employees or agents or anyone visiting the building upon the invitation of Lessee including the patrons of the attraction or function for which the Lessee is hereby renting the premises in question. It is expressly agreed that the Facility Director shall determine whether any damages have been done, the amount thereof, and the reasonable cost of repairing the same, and whether it is one for which under the terms of this Agreement, Lessee will be held responsible. The decision of the Facility Director shall be final unless the Lessee gives written notice within ten (10) days after the decision of the Facility Director or the desire of the Lessee to appeal to the Common Council of City of Winner from such decision. In such notice to the Facility Director, Lessee shall state fully the particulars and grounds upon which he considers the Facility Director’s decision to be in correct further objections thereto, other than the objections so stated, will be considered by the Common Council of City of Winner. The Common Council of City of Winner’s decision shall be final.
6. **Food and Beverages**: It is understood and agreed that in no event will the Lessee, his agents or guests, bring into the building any food whether prepared or unprepared, or beverages of any kind without the consent of the Facility Director having been first obtained in writing.
7. **Insurance**: Lessee may be required to furnish to the Facility Director at least five (5) days in advance of the occupancy time of the Lease, a certificate in duplicate showing that there is in force a policy of insurance in which the Lessee is named as insured with the Lessor named as an additional insured for minimum premises property and/or bodily injury liability insurance in the amount specified by the Facility Director. Said policy shall also provide for written notice to the City Finance Office, City of Winner, South Dakota, and ten (10) days prior to the cancellation of the policy. The City will not do, or permit to be done, anything in or upon any portion of the premises, or bring or keep any matter therein which will in any way conflict the conditions of any insurance policy upon the building or any part thereof, or in any way increase any rate of insurance upon the building or on property found thereupon: nor shall Lessee without the written consent of the Facility Director put up or operate any engine or motor or machinery on the premises or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes or any agent other than electricity for illuminating the premises.
8. **Release from Liability**: Lessee agrees to conduct his/her activities upon the premises in a matter that will not endanger any person lawfully thereon and to release from liability the Lessor, Common Council of City of Winner, and Facility Director against all claims for loss, injury, or damage to persons or property including claims of employees of Lessee or any contractor or subcontractor, arising out of the activities conducted by the Lessee, his agents, members or guests. If required by the Facility Director, the Lessee will deliver to Lessor, at Lessee’s cost, a policy of public liability insurance in the form and in an amount satisfactory to the Lessor, protecting Lessor against any liability or claim alleged to have resulted from injury to person or properly occurring in or about the rented premises during or incident to the use thereof by Lessee. In addition, if requested the Lessee shall furnish an insurance policy covering damage to personal property or real estate caused by Lessee, his agents or employees.
9. **Ingress and Egress**: Lessor agrees that neither the halls nor ramps of said building, nor the sidewalks, entrances or lobby thereof shall be obstructed by Lessee nor used for purposes other than Ingress or Egress.
10. **Removal of Effects**: Lessor reserves the right for any additional period beyond the term of this Lease to remove from the premises all effects of Lessee therein and to store the same wherever appropriate in Lessee’s name or at Lessee’s option in the name of Lessee, at the cost, expense and risk of Lessee, and Lessor shall not be liable in any way to Lessee by reason of so removing and storing such effects. Further, Lessee agrees the Lessor shall be entitled to charge a reasonable sum per day for any effects of Lessee remaining in the building beyond the term of this agreement.
11. **Services Furnished:** Unless stated to the contrary on the face of this agreement, Lessor agrees at the time therein contemplated to furnish the building to Lessee lighted, heated, cleaned and in a condition suitable for leasing provided that additional charges may be made for special seat setups, special electrical and utility services and special additions as detailed above.
12. **Attorney Fees:** Lessee agrees to pay all reasonable attorney fees necessary for the collection of rent or other charges or damages under this agreement.
13. **Termination of Lease:** In the event the premises covered by this Agreement, or the building of this Lease by Lessor impossible then the term of the Lease shall end and Lessee shall be liable to pay rent only up to the time of such termination, and Lessee hereby waives and releases any claim for damages or compensation on account of such termination. Lessee agrees that Lessor may with cause terminate this entire Agreement at any time prior to payment in full by Lessee of the agreed rent. Unless such termination be by reason of breach or default on the part of Lessee, Lessee shall thereupon become entitle to have refunded such amount if Lessee has paid his/her rent under this Agreement: but it is expressly understood that failure on Lessee’s part to pay the remainder of the agreed rent and to make the deposit as security against damage to the premises and to deposit a furnished policy of public liability insurance referred to in paragraph VIII of these conditions willing the time herein stipulated, shall entitle Lessor to terminate this entire Agreement and to hold as Lessee’s liquidated damages and not as a penalty such amount as Lessee has heretofore paid under this Agreement.
14. **Cleaning**

Flush all toilets and urinals last thing, before leaving. Leave the bathroom doors propped open and the lights off. Sweep floors and dispose of dirt in garbage cans. Wipe up any spills with a damp cloth or mop.

**Name of Organization:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Purpose:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name of Individual Applicant:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Affiliation or Role in Organization:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date(s) Requested: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Additional Information**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, User on behalf of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ have read and understand and agree to the City of Winner City

Hall Community Room Agreement above and have authority to bind the organization.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

User Finance Officer

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Approval Date