



## City of Meadow Event Facilities

*The agreement for facility use must be completed at least two (2) weeks before the event's scheduled date. At least 5 business days before the event, a designated representative from the group requesting the event must meet with the designated representative from the City of Meadow to do a walk through and review the Facility rules.*

*Failure to fully complete the Rental Agreement provided by the City will result in delayed confirmation of your event. Once the event is approved, a copy of the agreement will be returned to the Lessee. Payment of the Security Deposit must be made at least two (2) weeks before the scheduled Event. The City accepts cash or checks. Checks should be made payable to the City of Meadow.*

### Facility Rental Agreement

This Agreement is entered into on \_\_\_\_\_, \_\_\_\_\_ between the City of Meadow referred herein as City, and \_\_\_\_\_, referred herein as Lessee and whose address is: \_\_\_\_\_. The City's representative is \_\_\_\_\_, Events Coordinator, or their designee.

**1. Terms and Applicable Rates:** The City leases to Lessee and Lessee leases from the City the below described Premises, for the terms and rates listed below, known as:

**Facility:** Meadow Community Center / Meadow Music Hall

**Date:** \_\_\_\_\_

**In/Out Time:** \_\_\_\_\_

**Event:** \_\_\_\_\_

**Facility Rental Fee:** \$ \_\_\_\_\_

**Table and Chair Rental** \$ 25.00

**Security Deposit:** \$ 300.00

**Expected Number of Participants:** \_\_\_\_\_

- 2. Condition of Premises:** The City is providing its facilities to the Lessee on an "as is" basis. By executing this Agreement, the Lessee asserts that it has examined the premises and that the premises are adequate for use by the Lessee, including the Facility area, restrooms, food preparation area, lighting facilities, fences, buildings, parking area and any other structure, facility or improvement located on the City property.
- 3. Postponed Delivery:** Neither City nor Lessee shall be required to perform any term, condition or covenant in this Agreement so long as such performance is delayed or prevented by force

majeure, which shall mean acts of God, civil riots, floods and any other cause not reasonably within the control of the Party except as herein provided, and which by exercise of due diligence the Party is unable, wholly or in part, to prevent or overcome.

If the City cannot tender possession of the Facility on the above described time and date for any reason, such inability to tender possession shall not be considered a default, and the City shall not be subject to any liability, nor shall the validity of this lease be affected, nor the lease term extended. In the event the City does not, for any reason, tender possession to Lessee at the agreed time and date, Lessee may 1) work with the Events Coordinator to reschedule the Event or 2) terminate the Agreement. If Lessee elects to terminate this Agreement and not reschedule the Event, the City will return the Facility Rental Fee. ***In the event of inclement weather, the Event will be subject to cancellation. Events Coordinator, or designee, will notify Lessee if the Event is cancelled due to inclement weather.***

4. **Hours of Operation:** Community Center rentals will be scheduled and approved if dates are available and the event does not interfere with City of Meadow programming. Subject to City of Meadow programming, the Facility is available for events daily from 7:00 a.m. - 11:00 p.m. All events shall start no earlier than 8:00 a.m. Set-up to begin no earlier than 7:00 a.m. The Event will end NO later than 11:00p.m. Cleanup will be completed and all participants must vacate the Facility by 12:00 p.m.
5. **Cancellations:** If cancellation is made up to 72 hours prior to the scheduled Event, the Lessee will receive a 100% refund of the Facility Rental Fee and Security Deposit. Cancellations made with less than 72 hours prior notice will receive a refund of the Security Deposit. The Rental Fee will be retained by the City in order to cover expenses of City personnel.
6. **Payments:** Lessee shall pay to the City the amount set out above as consideration for the lease of the facility at City Hall without deduction or offset of any kind. Full payment of the Facility Rental Fee must be received seven (7) days prior to the scheduled date. The Rental Fee is due upon execution of this Agreement. The Security Deposit shall be due not later than two weeks before the Event. The payment of the Facility Rental Fee and the Security Deposit will be two separate payments even if made at the same time.

The facility rental fee covers the Facility area, restrooms, and food preparation area. Rental fee is \$\_\_\_\_\_ per event, for a maximum of 16 hours beginning at 8:00am and ending at 11:00pm. An additional \$ 25.00 will be charged for the rental of tables and chairs. The Lessee will also pay a \$ 300.00 refundable Security Deposit.\*\*

- a) \*\* The Security Deposit is refundable if all terms of this Agreement are met, including satisfactory cleanup.
- b) \*\*An inspection of the premises is done following the event to determine if the cleanup is satisfactory and to check for damages. The Lessee must walk through the Facility with the inspector.
- c) The City of Meadow will NOT provide assistance with event set-up and breakdown (including folding tables and chairs). All set-up and clean-up is the responsibility of the Lessee.

- d) The Cleanup Deposit will be refunded within 10 working days, if the cleanup after the event is satisfactory and no damages are assessed.
- e) If damages have occurred for which the cost of repair exceeds the Cleanup Deposit, then the Lessee will either repair the damages as soon as possible to the satisfaction of the City of Meadow or the City will make the repairs and bill the Lessee for the balance.
- f) The Lessee is responsible for ensuring that all lockable doors and gates are locked following the cleanup of the Facility after the Event.
- g) The City will provide trash bags, toilet paper and paper towels.

**7. Alcohol Policy:** Alcohol consumption within the facility property is made on a case-by-case basis. You must request and be granted permission from the City. Security will be required if permission is given for the consumption of alcohol at any event. Security arrangements must be made through the Terry County Sheriff's Office at least fourteen (14) days in advance of the event.

- a) Security officers' pay is typically \$35 per hour with a minimum of four (4) hours for a total of \$140 per officer. Payment to be made directly to the attending officers on the day of the Event.
- b) More than 75 participants will require two officers for safety purposes. If more than 150 participants, the Lessee must receive prior approval from the Terry County Sheriff.
- c) Terry County Sheriff's Office will be utilized for all security purposes. No other security company will be allowed.
- d) Lessee is responsible for ensuring compliance with State law for the consumption of alcohol.
- e) No sales of alcoholic beverages are permitted on, in or at the Facility.
- f) Minors shall not be permitted to consume alcohol on, in or at the Facility.
- g) Lessee shall be held accountable for any act resulting from the consumption of alcohol within any portion of the Facility.

**8. Smoking Policy:** Absolutely NO smoking is allowed in the building at any time. Smoking in the building will result in the loss of Security Deposit.

Lessee shall not assign this Agreement nor any interest therein, nor any right or privilege pertaining to, nor permit the occupancy or use of any part thereof by any other person, without having first obtained prior written consent of the City.

It is expressly provided that the Lessee will indemnify and hold the City of Meadow harmless for any of its acts, either by negligence or intentional torts, and that the City of Meadow does not accept responsibility for the negligence of the lessee or of its actions.

We agree to all the terms set forth in this agreement.

Lessee:  
(sign) \_\_\_\_\_

Events Coordinator/City Representative:  
\_\_\_\_\_

(print) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

| FOR OFFICE USE |         |        |  |             |            |            |
|----------------|---------|--------|--|-------------|------------|------------|
| DATE           | CHECK # | AMOUNT |  | REFUND DATE | REFUND CK# | REFUND AMT |
|                |         |        |  |             |            |            |
|                |         |        |  |             |            |            |