

NO CASH ACCEPTED
RENTAL AGREEMENT

You are receiving the Lincoln County Community Center Rental Agreement because you have booked the Lincoln County Community Center for the following:

Event: _____	Date of event: _____
Contact Name: _____	Contact Phone #: _____
Business Name: _____	501 C-3 Nonprofit #: _____
Mailing Address: _____	Date: _____
Email Address: _____	Rental Price: \$ _____
Time of Event: From _____ To _____	All Deposits: \$ _____
	Total: \$ _____

You may write separate checks for “Rental” and one for “Cleaning Deposit” or the total of the two as one check. Please read the following terms which have been laid out within the Lincoln County Community Center Rental Agreement.

This agreement must be completed and returned to LCCC before any bookings are finalized. One half of Rental Price is due at time of booking. The balance of rental and all cleaning and alcohol/music deposit(s) are due 15 days before event. Failure to pay balance 15 days before event may cause possible cancellation. All monies collected will be deposited at time of receipt.

REFUNDABLE DEPOSITS WILL BE MAILED TO THE PERSON SIGNING THE AGREEMENT.
Please make sure MAILING ADDRESS IS CURRENT.

I agree that I will be responsible for cleaning and putting tables and chairs back the way they were before the event. Failure to do so will result in a charge of Fifteen Dollars (\$15.00). Prompt return of the key is expected. If key is lost a charge of Twenty - Five Dollars (\$25.00) will be assessed. Whatever damage may occur in the Lincoln County Community Center to property or the building itself is your responsibility to replace or repair. Person signing is also responsible for the condition of the grounds immediately surrounding the Center concerning trash pick-up and damages to buildings if caused by participants in your event. You will be billed if your obligation has not been fulfilled.

Event

Responsible person

Date signed

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1. Payment of rental and damage deposit fees are payable to obtain receipt of access key. A \$20.00 fee will be charged as necessary for call of employee to provide access into LCCC.
2. All bookings for the building will be charged a damage and cleaning deposit due and payable two weeks prior to event. The cleaning deposit will be \$100.00 per function in Community Hall, \$50.00 per function for Kitchen, \$25.00 for Conference Room.

REQUIRED FOR REFUND OF DEPOSIT

3. The renter is responsible for:
 - The cleaning of all rooms used: bathrooms, kitchen, hallway, outdoor building entrance:
 - Removal of bottles, paper cups, decorations from building and grounds.
 - Washing, putting away dishes, pots/pans, flatware, NO GREASE IN SINKS,
 - Cleaning, drying tables AND chairs.
 - Tables are to be stacked as noted.
 - Chairs should be hung onto racks.
 - Trash bagged and put into the garbage bin located outside back door of hall.
 - Floors swept and mopped.

THIS IS A NON - SMOKING FACILITY

NO SMOKING IN THE RESTROOMS

PLEASE KEEP SMOKING 30 FEET FROM BUILDING

4. The Center provides the use of the kitchen including garbage bags, tea towels, dish soap, Supplies for cleaning.
5. All kitchen contents, including but not limited to coffee urns, tea towels, plus all tables and chairs must stay inside the Lincoln County Community Center.
6. Only masking tape shall be used attaching anything to painted surfaces. Any material used to attach decorations to ceiling must be removed. If not followed, forfeit the cost of repairs from damage deposit with possible additional billing.
7. The organization or persons using the facility must assume responsibility for the orderly conduct of the members and their invitees.
8. The organization or persons using the facility shall provide BONDED SECURITY for any event where alcohol is present. There will be a \$500.00 DEPOSIT REQUIRED FOR ANY EVENT WITH ALCOHOL AND/OR MUSIC. Deposit will be forfeited if music is not maintained at a respectfully reasonable volume.
9. The organization or persons shall indemnify and save harmless Lincoln County and Community Center Management against all claims and demands made by any members of the organization or the invitees for injury or damage to such member of the organization or invitee resulting from the neglect, default or misconduct of the organization, its agents, servants or assistants during the term of this agreement.
10. The organization, each member thereof, and their invitees hereby agree to assume all risk of loss, damage or injury to person and property except to the extent of such loss, damage or injury as caused or contributed to by negligence of Lincoln County, its servants, employees or agent.

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11. MUSIC OF ANY KIND MAY NOT START BEFORE 10am AND MUST END at 11:00pm. EVENT IS OVER AT 11:00pm, premises vacated by 12:00 am.
12. Renter or guests may not drive any vehicles on the grass. All loading and unloading shall be done through the South doors.
13. Defense and Indemnity, Renter agrees to indemnify, defend, and hold the County their employees and their agents harmless from and against all liability, loss or damage which may accrue as result of any claims, suits, demands, or judgments made or brought by any third party against the County arising, directly or indirectly, out of any work or activity conducted in or about the Lincoln County Community Center by Renter, its employees, contractors, or agents during the term of this Agreement.
14. NO GLITTER OR SEQUINS ALLOWED. IF GUM and / or CANDY ARE STUCK TO FLOOR AFTER EVENT CLEANING DEPOSIT MAY BE WITHHELD.

I hereby acknowledge that I have read the above terms and conditions and agree to comply with the terms and conditions stated therein.

Renter

Date

PLEASE LEAVE THE PARKING DIRECTLY IN FRONT OF THE BUILDING OPEN FOR THE EXTENSION OFFICE.

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Lincoln County Community Center Rental Fees

Please note: there is a \$500 deposit (CASHIERS CHECK) for any event with alcohol and/or music, which will be refunded if no problems are reported.

Community Hall (Capacity 220)

\$250 per event

\$100 per event for Tax Exempt

\$100 Cleaning Deposit (**Hall must be cleaned satisfactorily for refund to be returned.**)

Community Conference Room (Capacity 85)

Price increase effective January 1, 2019

\$50 per event

\$25 per year for Tax Exempt / Regular Meetings

\$75 per event for Business or Money Gathering activities

\$25 Cleaning Deposit (**Room must be cleaned satisfactorily for refund to be returned.**)

Community Kitchen

\$100 per event

\$50 flat fee for 6 weeks or less for Multiple Dates for Education

(A certified cook must be present if selling food cooked on premises.)

\$50 Cleaning Deposit (**Kitchen must be cleaned satisfactorily for refund to be returned.**)

**ALL DEPOSITS RETURNED AFTER 1ST COMMISSIONER MEETING OF
FOLLOWING MONTH.**

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LINCOLN COUNTY COMMUNITY CENTER
201 South Beverly Street
Shoshone, Idaho 83352
Phone: (208) 886-2406

RENTAL AGREEMENT

I. DUTIES OF RENTER

- A. Renter agrees to pay **one-half (1/2)** of the contract amount concurrent **with the execution of this Agreement**. Balance of the Agreement amount shall be paid no later than fifteen (15) calendar days before beginning the Event. **Failure to remit the remaining portion of the contract amount when due shall result in cancellation of the Event.**
- B. Administration of Event. Renter shall be responsible and do any necessary work in putting on, or otherwise administering the Event, including but not limited to, parking cars, admissions, setting up tables and chairs, and all other work necessary to put on the Event.
- C. Cancellation by County. Failure to return Agreement and initial payment within fifteen (15) days of the initial booking will result in loss of the date and/or cancellation of the Event without further notice.
- D. Cancellation by Renter. Should Renter cancel Event, Renter must notify Community Center Management in writing. If the written notice is received fifteen (15) or more days prior to the first day of the Event, Renter shall receive full refund of monies. If the written notice is received by the Community Center Management less than fifteen (15) days prior to the first day of the event, 10 percent of the amount paid by the Renter shall be forfeited, with remaining funds returned to Renter.
- E. Defense and Indemnity. Renter agrees to indemnify, defend, and hold the County their employees and their agents harmless from and against all liability, loss or damage which may accrue as result of any claims, suits, demands, or judgments made or brought by any third party against the County arising, directly or indirectly, out of any work or activity conducted in or about the Lincoln County Community Center by Renter, its employees, contractors, or agents during the term of this Agreement.
- F. Release and Waiver of Claims. Renter agrees to release the County their employees and their agents from all liability and to waive all claims of any kind relating to or arising from Renter's occupancy of the Lincoln County Community Center including any claims arising from the construction and/or maintenance of any equipment, buildings, or structures used or otherwise occupied by Renter and including any claims arising from the condition of any walkways, passages, or space from or pertinent to said equipment, buildings, or structures.
- G. Cleanup. Renter shall remove all debris and garbage from the Facilities. Trash receptacles will be provided by the County. Renter shall be responsible for the cleanup of event debris, packing materials, samples, etc. Renter shall also be responsible for the removal of such items as stickers, tape, signs, posters, buttons, balloons, etc., from ceilings, floors, doors, windows and walls. If the cleanup is performed by the County, the cost shall be charged to the Renter at twenty-five dollars (\$25) per hour. Payment shall be deducted from any cleaning deposit and in addition any further amount not covered by deposit will be due within thirty (30) days upon receipt of a written invoice by Renter from the County.
- H. Damage to Building. Renter shall be responsible for, and shall pay to the County the full cost of damage to any Lincoln County facility, property, or equipment caused by Renter, Renter's employees, contractors, or agents during the Event, the setup, or the tear down. Renter shall pay the County for any lost revenue resulting during repairs. The provisions of this paragraph do not apply to damages resulting from reasonable wear and tear caused by normal and authorized use. The County, by accepting the cleaning deposit does not waive its right to collect additional sums from Renter for damage or cleanup costs exceeding the amount of deposit.
- I. Compliance with Law.

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1. Renter agrees that it will provide all services, programs, or activities under this Agreement in accordance with all applicable federal, state, and local ordinances, statutes, regulations, and requirements. Further, Renter agrees to indemnify and defend the County and their employees and their agents of any loss, expense, or damage experienced by County as a result of Renter's failure to comply with the provisions of this paragraph.
 2. Renter agrees to assume full responsibility for payment of all applicable permits, sales tax, or use tax and inspection fees.
 3. **STATE LAW PROHIBITS SMOKING IN ANY PUBLIC BUILDING AND WITHIN 30 FEET OF ANY DOOR. Renter is responsible for cleanup of cigarette butts. Renter shall leave NO tobacco-related debris of any kind in, on or around the Facilities or the Lincoln County Fairgrounds.**
 4. **STATE AND FEDERAL LAW PROHIBIT ANY UNDERAGE DRINKING WHATSOEVER. Community Center Management has a zero tolerance policy regarding underage drinking.**
 5. **Community Center Management has a zero tolerance policy regarding illegal drugs.**
 6. **Violations of smoking, alcohol and/or drug policies will require Renter and guests to immediately vacate the Facilities, no refund of any fee will be provided. Renter will be unable to rent the Facilities in the future.**
- J. Designated Agent. Renter shall have present on the Lincoln County Community Center grounds at all times during the Event, including setup and tear down of the Event, at least one person who is a designated agent of the Renter.
- K. Security. Renter shall contract for such security as is reasonably necessary for safety and protection of its employees, its exhibitors, invitees and public attending the Event. Unless otherwise specified in writing, Renter shall determine all security requirements and shall bear all costs of liability for loss or personal injury resulting there from. **Security shall also enforce parking and fire lane restrictions.**
- L. Noise and Alcohol policies. An additional \$500.00 deposit will be charged whenever alcohol (either served by Renter or brought in by guests) and/or music present. Noise levels must remain reasonable as determined by County.
- M. No music of any kind may start before 10:00AM and must stop by 11 PM.
- N. Alcohol Policies. Groups wishing to **SELL ALCOHOL** must acquire a catering permit from Shoshone City and pay for security. A copy of appropriate permits must be provided to Community Center Management.

II. DUTIES OF THE COMMUNITY CENTER MANAGEMENT

- A. Cleanup Prior to Event. Community Center Management shall be responsible for cleaning all Facility areas prior to occupancy by Renter.
- B. Billing. Community Center Management shall bill Renter promptly for costs, incidental charges and damages not included in the Agreement amount.
- C. Premises Described. Community Center Management shall furnish the center described above in this Agreement. The rental of Lincoln County Community Center provides only the basic building or facility, including general floor space.

III. MISCELLANEOUS PROVISIONS

- A. Hours of Operation/Setup/Take down. Set-up and take down time for events shall be at the discretion of Management and conflicts with other events.
 1. Building Keys and Access for Renter: 24 hours prior to the Event, Renter will be given a tour of the facility, a copy of the kitchen protocol and instruction on locking-up after the event and how to return keys. Renter is responsible for locking up and double-checking doors. Renter must follow kitchen shutdown protocol as listed.

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- B. Renter shall completely vacate the grounds by 12:00 AM.
- C. Entry by Community Center Management. The Community Center Management, or its authorized representatives, reserves the right to enter into any Community Center premises or area in use by Renter for the purpose of monitoring compliance with this Agreement or County policies, for the purpose of repair or improvement, provided that such entry and work will not unreasonably interfere with Renter's operation, and in all cases of emergency as determined by Community Center Management.
- D. Waiver of Defects and Condition of Premises. Renter accepts the building facilities in "as is" condition. Should Renter believe an area to be unsafe, Renter shall report the condition and/or concern immediately to Community Center Management. Renter must document any previous damage and immediately notify Management.
- E. Community Center's Continued Right of Control. In renting space to Renter, the County does not relinquish its policies, rules, and regulations for the operation and use of its premises. Further, the County has the right to reject or refuse entry to any person for cause. Upon such exercise of County's authority, Renter unconditionally and completely waives any rights or claims against the County their employees and their agents which it may have as the result of the exercise of this authority.
- F. Force Majeure. Neither party to this Agreement shall be bound to perform this Agreement due to fire, flood, earthquake, or other natural disasters beyond the control of either party.
- G. Risk of Loss. The County is not responsible for the loss of the Renter(s) or any attendees goods or displays by theft or any other means, including "loss by fire," or natural disaster. Further, it is the responsibility of the Renter and each exhibitor to insure that their goods or displays are locked and secured against loss by theft when left unattended; including the hours the Event is not open to the public. **Renter must provide its own insurance against any theft, damage or other unforeseen events.**
- H. Choice of law. This Agreement shall be governed and interpreted by the laws of the State of Idaho and any litigation arising under or as a result of this Agreement shall be instituted only in the Fifth Judicial District in Lincoln County.
- I. Severance. In the event any provision or section of this Agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions or sections shall nevertheless be enforceable and shall be carried into effect.
- J. Modification. This Agreement may be modified or amended only by a written document executed by both parties.
- K. Merger. This writing embodies the whole Agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. All previous and contemporaneous communications, representations, or agreements either verbal or written, between the parties are superseded by this Agreement.

For further assistance before, during or after your event please call:

Lincoln County Community Center Shoshone, ID 83352

208 886-2406 8:30am to 5pm M-F feel free to use voicemail.

MAIL PAYMENT TO:

LINCOLN COUNTY COMMUNITY CENTER

201 S. BEVERLY

SHOSHONE, ID 83352