

NO CASH ACCEPTED
RENTAL AGREEMENT

You are receiving the Lincoln County Community Center Rental Agreement because you have booked the Lincoln County Community Center (LCCC) 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: \$ _____
Number of Guests _____	Total: \$ _____

SUMMARY

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.

AGREEMENT TERMS

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). Keys must be returned by noon the following business day. 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.

_____ initial

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.

_____ initial

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2. All bookings for the building will be charged a damage and cleaning deposit due and payable 15 business days 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.

_____ initial

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.

_____ initial

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, and supplies for cleaning.

_____ initial

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.

_____ initial

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, renter shall forfeit the cost of repairs from damage deposit with possible additional billing.

_____ initial

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7. The organization or persons using the facility must assume responsibility for the orderly conduct of the members and persons in attendance.

_____ initial

8. The organization or persons using the facility shall provide BONDED SECURITY for any event where alcohol is present. Proof of general liability bond or insurance in an amount not less than \$100,000.00 must be provided to LCCC no later than 5 business days before the event. Failure to provide such proof shall result in the booking being canceled. There will be a \$500.00 DEPOSIT REQUIRED FOR ANY EVENT WITH ALCOHOL AND/OR MUSIC. IF ALCOHOL IS PRESENT AND NO DEPOSIT WAS MADE, YOU WILL FORFEIT ANY DEPOSITS MADE.

For all events at which alcohol will be served and/or allowed the following security requirements shall be met:

- a. One (1) bonded/insured security person or one law enforcement officer as provided for by the Lincoln County Sheriff's Office at the rate of \$50.00 per hour, is required.

The hourly rate of law enforcement security shall be paid at the same time as the deposit required to rent the Community Center. Failure to pay the hourly law enforcement rate at the time required shall result in the rental agreement being considered "incomplete" and not accepted by Lincoln County.

Law enforcement officers, whether hired as security or acting in the performance of their official capacity, have the absolute authority to terminate the event if the terms of the rental agreement are being violated and/or unlawful behavior is being committed at the event.

If the event is terminated due to failure to abide by the rental agreement and/or unlawful behavior the rental deposit is automatically forfeited to Lincoln County.

Security shall remain on premise until 12AM or until the premise is fully vacated.

_____ initial

9. The organization or persons shall indemnify and save harmless Lincoln County and Community Center Management against **ALL** claims and demands made 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.

_____ initial

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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_____ initial

11. MUSIC OF ANY KIND MAY NOT START BEFORE 10am AND MUST END by 11:00pm. THE EVENT IS OVER BY 11:00pm, and premises must be vacated by 12:00 am. Deposit will be forfeited if music is not maintained at a respectfully reasonable volume.

_____ initial

12. Renter or guests may not drive any vehicles on the grass or inside the premises. All loading and unloading shall be done through the South doors.

_____ initial

13. Defense and Indemnity, Renter agrees to indemnify, defend, and hold the County and its elected officials, employees, and its 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.

_____ initial

14. NO GLITTER OR SEQUINS ALLOWED. IF GUM and / or CANDY ARE STUCK TO FLOOR AFTER EVENT CLEANING DEPOSIT MAY BE WITHHELD.

_____ initial

DUTIES OF RENTER

15. 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.** If the event is cancelled, the initial amount paid will be refunded.

_____ initial

16. 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 for the Event.

_____ initial

17. Cancellation by County. Failure to return Agreement and payment within fifteen (15) days of the booking will result in loss of the date and/or cancellation of the Event without further notice.

_____ initial

18. 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.

_____ initial

19. 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.

_____ initial

20. 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.

_____ initial

21. 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.

_____ initial

A. Compliance with Law.

22. 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.

_____ initial

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23. Renter agrees to assume full responsibility for payment of all applicable permits, sales tax, or use tax and inspection fees.

_____ initial

24. **STATE LAW PROHIBITS SMOKING IN ANY PUBLIC BUILDING AND WITHIN 30 FEET OF ANY DOOR. Renter is responsible for cleanup of ALL tobacco-related debris of any kind in, on or around the Facilities or the Lincoln County Fairgrounds.**

_____ initial

25. **STATE AND FEDERAL LAW PROHIBIT ANY UNDERAGE DRINKING AND THE USE, POSSESSION, AND/OR TRANSFER OF ANY CONTROLLED SUBSTANCES WHATSOEVER. Community Center Management has a zero-tolerance policy regarding underage drinking.**

_____ initial

26. **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.**

_____ initial

27. Designated Agent. Renter shall be present on the Lincoln County Community Center grounds at all times during the Event, including setup and tear down of the Event.

_____ initial

28. 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 (see paragraph #8). 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.**

_____ initial

29. 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 no later than 5 business days before scheduled event.

_____ initial

DUTIES OF THE COMMUNITY CENTER MANAGEMENT

30. Cleanup Prior to Event. Community Center Personnel shall be responsible for cleaning all Facility areas prior to occupancy by Renter.

_____ initial

31. Billing. Community Center Management shall bill Renter promptly for costs, incidental charges and damages not included in the Agreement amount.

_____ initial

32. 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.

_____ initial

MISCELLANEOUS PROVISIONS

33. Hours of Operation/Setup/Take down. Set-up and take down time for events shall be at the discretion of Management.

_____ initial

34. 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.

_____ initial

35. Entry by Community Center Management. The Community Center Management, its authorized representatives, and/or law enforcement 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, County policies, and/or compliance with local, state, and/or federal laws 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.

_____ initial

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36. 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.

_____ initial

37. 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.

_____ initial

38. 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.

_____ initial

39. 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.**

_____ initial

40. 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.

_____ initial

41. 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.

_____ initial

42. Modification. This Agreement may be modified or amended only by a written document executed by both parties.

_____ initial

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43. 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.

_____ initial

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

_____ Community Center Coordinator

_____ Date

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

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

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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 Non-Profit

\$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.**)

If more than one room is used, ALL Rooms used must be cleaned satisfactorily for full deposit.

_____ **initial**

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