

CONCORDIA COMMUNITY CENTER FACILITY RENTAL CONTRACT

(INDIVIDUAL / FAMILY / FOR-PROFIT)
802 South Gordon Street, PO Box 847, Concordia, MO 64020
Concordia Parks & Recreation (ConcordiaParksRec@centurytel.net)
Phone: 660 / 463 – 4277 Fax: 660 / 463 – 2845

<u>INTERNAL USE</u>	
DEPOSIT DATE RCVD:	_____
DEPOSIT \$ RCVD:	_____
DEPOSIT RCPT#:	_____
DEPOSIT CK#:	_____
RENT DATE RCVD:	_____
RENT \$ RCVD:	_____
RENT RCPT#:	_____
RENT CK#:	_____
REFUND \$ AUTHORIZED:	_____
REFUND DATE:	_____
NOTES:	_____

Rental agreement with: Family: For-Profit: **By this agreement**, made and entered into the _____ day of _____, 2_____, between the City of Concordia herein the **“Lessor”**, and
Organizational Name: _____ *Organizational Phone:* _____
Contact Name: _____ *Contact Phone (if different):* _____
Mailing Address: _____

hereafter referred to as the “Lessee”, Lessor leases to Lessee the following rooms for the following hours on the following dates, unless sooner terminated by a lease breach of the terms and conditions of agreement by Lessee:

AREA OF USE	FEE STRUCTURE	TIME IN	TIME OUT	DATE (S)
Gymnasium:	\$300.00/day or \$25/hr	____ AM / PM	TO ____ AM / PM	____, 2____
	Additional set up \$50.00/day	____ AM / PM	TO ____ AM / PM	____, 2____
Kitchen: <i>Included in gym rental OR</i>	<i>\$10.00/hr</i>	____ AM / PM	TO ____ AM / PM	____, 2____
Meeting Room LL2:	\$10.00/hr or \$65.00/day	____ AM / PM	TO ____ AM / PM	____, 2____
Meeting Room 202:	\$10.00/hr or \$65.00/day	____ AM / PM	TO ____ AM / PM	____, 2____
Meeting Room 203:	\$10.00/hr or \$65.00/day	____ AM / PM	TO ____ AM / PM	____, 2____

This agreement is entered into in order to conduct the following activity: _____.

- 1. Security/Reservation Deposit:** shall be deposited by the Lessee, as determined by the following Schedule, **\$150.00** Family or For-Profit **Use of Gymnasium (includes Kitchen)**
\$ 50.00 Family, For-Profit, and Individual **Use of Meeting Rooms and/or Kitchen**
 with the Lessor at the time of reservation, the _____ day of _____, 2_____. This amount shall be deposited and held by the Lessor as security for the full and timely performance by Lessee of the terms and conditions herein and for payment of any final judgments that may be rendered against Lessee for a breach of those terms and conditions. The rights of the Lessor against Lessee for a breach of this lease shall in no way be limited or restricted by this security deposit, but Lessor shall have the absolute right to pursue any available remedy to protect its interest herein, as if this security deposit had not been made. The deposit shall be refunded to Lessee within 10 business days of agreement expiration, provided all terms and conditions herein contained have been fully performed by Lessee. The reservation deposit is nonrefundable if lease is cancelled less than 10 business days prior to rental.

- 2. Rental Fees:** Lessee covenants and agrees to pay Lessor, as rent for the said premises, the sum of \$ _____ for (date) _____; \$ _____ for (date) _____; \$ _____ for (date) _____; \$ _____ for (date) _____; **with a rental sum total of \$ _____** for the duration of this agreement, (*not including the appropriate Security/Reservation Deposit*) sum represents the amount due for the full term hereof, which rental shall be due no less than 15 business days prior to rental date.

The Lessee agrees to abide by and conform to all rules and regulations that are from time to time adopted or prescribed by the Lessor for the government and management of the Concordia Community Center, and as outlined on the back of this rental/lease agreement.

IN WITNESS WHEREOF, the City of Concordia, Missouri, a municipal corporation, has caused this contract to be signed by its City Representative for and on behalf of The City of Concordia, Missouri. This contract must be signed and returned to Lessor within ten (10) days of date of reservation as stated above, or it may be considered null and void.

CITY OF CONCORDIA, MISSOURI
“The Lessor”

LESSEE’S SIGNATURE

(for)

City Representative

SIGNATURE (for) ORGANIZATION

Date of Signature

Authorized Representative (PRINT NAME)

Date of Signature

CONCORDIA COMMUNITY CENTER - RENTAL CONTRACT PROVISIONS

By accepting the terms of this contract, the Lessor covenants and agrees to furnish the requested facility, along with auxiliary facilities (restrooms and ADA-compliant features) to the Lessee on the agreed date and time. However, not all City equipment/services will be supplied by the Lessor to the Lessee as part of this agreement as detailed below.

1. LESSOR-PROVIDED EQUIPMENT & SERVICES: *Tables & Chairs:*

The Lessor, by acceptance of the rental agreement, agrees to make tables and chairs available to the Lessee as part of the rental agreement, according to the following schedule:

Gym: 36 Tables / 350 Chairs **Kitchen:** 10 Tables / 25 Chairs **Rm LL2:** 6 Tables / 48 Chairs
Rm 202: 6 Tables / 48 Chairs **Rm 203:** 15 Tables / 100 Chairs

Notice: Additional tables and chairs may be negotiated, based upon availability within the facility.

2. OTHER EQUIPMENT *Sound System & Audio Visual Equipment*

- a. The public address system is not included in this agreement. Should the Lessee use the facility's public address system; the Lessee must enter into an additional contract at \$15.00 per day plus deposit.
- b. The audio/visual equipment is not included in this rental agreement. Should the Lessee use the audio/visual equipment; the Lessee must enter into an additional contract at \$35.00 per day plus deposit

3. ACCESS *Key Pick-up and Return:*

- a. The key(s) shall be issued from the Parks & Recreation Office (Room 101) during the business hours of the City of Concordia (8:00 a.m. to 4:30 p.m. Monday through Friday). The key(s) shall be returned to the Parks & Recreation Office during said hours or dropped in the drop-box at the front of Concordia City Hall. Key(s) must be returned by the end of the next business day or Lessee may forfeit security deposit in part or in whole.
- b. Access to Premises: Lessor reserves the right to enter the premises at any time for the purpose of inspection.

4. PROVISIONS OF USE

- a. Lessee shall make no alterations or changes to premises without prior consent of Lessor. If necessary, Lessee may hang items on the premise walls or ceiling, utilizing approved methods from the Lessor.
- b. All items transported into the building shall be removed at the expiration of the term of use, unless Lessor grants consent in writing. Failure to obtain consent may result in forfeiture of deposit and or item(s) remaining.
- c. The facility is not equipped for commercial food preparation. Food may be catered with some preparation on site.
- d. On termination or expiration of term Lessee shall return premises in the same or better condition as received.

5. PROHIBITED ACTIVITIES: *Lessee shall not perform any of the following activities on leased premises.*

- a. Permit lodging or any illegal activities that are in violation of any federal, state or municipal statute or ordinance.
- b. Obstruct, or use other than for passage, any entry, chairlift, elevator, hall, or stairway intended solely for passage.
- c. Lessor reserves the right to limit usage of facility based on weight and/or size limitations. Allowance may be made in writing through authorized lessor's representatives.
- d. Throw anything out of the windows, doors, or passageways. Lessee will assume liability for all of such actions.
- e. Place any additional locks, change any existing lock, or duplicate any key provided by Lessor.
- f. Permit any improper or unreasonably loud noises, creating a disturbance or disruption to other users or residents.
- g. Smoke cigarettes, cigars, or pipes inside building, wear street shoes for athletics/sports activities in gymnasium.

6. RENT-FREE ACTIVITIES

- a. It is the intent of the City to open the Gymnasium from 5:00 a.m. to 7:00 p.m., Monday ~ Friday for public use.
- b. Humanitarian activities (blood drives - health screening); and governmental functions approved by or in partnership with the Concordia municipal government, that the public may attend without paying a set entrance fee, are allowed rent-free in the gymnasium one usage per calendar year provided it has not been previously committed for use.

Any group or individual that is exempt from rental charges may lose exemption if the building is not left in good order.

7. INSURANCE AND LIABILITY: *Policies ~ Liability ~ Indemnity*

- a. Any family or organization sponsoring an event/activity shall provide a copy of a personal and/or commercial liability insurance policy of \$100,000.00 or more at the time of rental. If said policy is not provided, Lessee knowingly accepts any insurance claim made by those parties participating, involved or related to the facility's rental.
- b. Lessor shall not be liable for injury or damages to property or person on or about the leased premises nor for any injury or damage to any property of the Lessee.
- c. Lessee shall indemnify Lessor against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either: a failure by Lessee to perform any of the terms or conditions of this lease, any injury or damage happening on or about the demised premises, failure to comply with any law of any governmental authority, or any mechanic's lien or security interest failed against the premises or equipment, or materials therein.

THE RULES, REGULATIONS AND CONTRACT PROVISIONS HEREIN PROVIDED ARE SUBJECT TO CHANGE WITHOUT NOTICE AT ANY TIME BY THE CITY OF CONCORDIA.

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NOTES:	_____

CONCORDIA COMMUNITY CENTER EQUIPMENT RENTAL CONTRACT

(INDIVIDUAL / FAMILY / FOR-PROFIT)
 802 South Gordon Street, PO Box 847, Concordia, MO 64020
 Concordia Parks & Recreation (ConcordiaParksRec@centurytel.net)
 Phone: 660 / 463 – 4277 Fax: 660 / 463 – 2845

By this agreement, made and entered into the _____ day of _____, 2_____, between the City of Concordia herein the **“Lessor”**, and
Organizational Name: _____ *Organizational Phone:* _____
Contact Name: _____ *Contact Phone (if different):* _____
Mailing Address: _____

Hereafter referred to as “Lessee”, Lessor leases to Lessee the following pieces of equipment not included in the rental of the Concordia Community Center, as stated in the Restrictions on Use of City Equipment & Services section of the Concordia Community Center Rental Contract. Lessee shall not remove any of these items from the premises without the Lessor’s prior written consent.

Sound System: \$15.00 per day: \$_____ for _____, 2____ (date)
 Audio/Visual Equipment: \$35.00 per day: \$_____ for _____, 2____ (date)

Security Deposit: Lessee shall deposit the appropriate amount of funds, as determined by the Equipment Security Deposit Schedule listed below, with the Lessor at the time of reservation, the _____ day of _____, 2_____.

Sound System: \$100.00
 Audio/Visual Equipment: \$100.00

This amount shall be deposited and held by the Lessor as security for the full and timely performance by Lessee of the terms and conditions herein and for payment or partial payment of any final judgments that may be rendered against Lessee for a breach of those terms and conditions. The rights of the Lessor against Lessee for a breach of this lease shall in no way be limited or restricted by this security deposit, but Lessor shall have the absolute right to pursue any available remedy to protect its interest herein, as if this security deposit had not been made. The deposit shall be returned to Lessee within 10 business days of the expiration of this use agreement, provided that all the terms and conditions herein contained have been fully performed by Lessee. The reservation deposit is non-refundable if this lease is cancelled in less than ten business days prior to rental date.

By signing this agreement, the Lessee covenants and agrees that all items leased under this contract shall be returned to the Lessor’s possession in good and working condition, as determined by final inspection by the Lessor. Lessee further agrees to pay all fees resulting from damage, loss, theft, and documented lost rental of such equipment.

CITY OF CONCORDIA, MISSOURI
 “The Lessor”

LESSEE’S SIGNATURE

 City Representative

 SIGNATURE (for) ORGANIZATION

 Date of Signature

 Authorized Representative (PRINT NAME)

 Date of Signature