



Americus Community Center Rental Agreement

THIS RENTAL AGREEMENT is made and entered into on this _____ day of _____, 20____, by and between the City of Americus, hereinafter referred to as "City" and _____ hereinafter referred to as "Renter".

1. **PREMISES.** The City agrees to rent to the Renter the Americus Community Center located at 516 Locust Street, Americus, Kansas:
2. **USER AGREEMENT FEE SCHEDULE.**
 - \$50 per day.** "General Use and Business Use" includes the following: Weddings, receptions, family gatherings, reunions, birthday parties, auctions, shows, etc.
 - \$25 per day.** "Benefit for Profit" includes the following: Any group, organization, or family, which conducts a benefit auction, meal, or fundraising event for a family in need. \$25 fee and deposit.
 - "Other" any other group not listed above that does not collect fees or that has the fees waived by City Council will be required to pay a deposit.
 - Long-term use (weekly/monthly) would require council approval.
3. **RENTAL DATES.** The rental of the premises indicated herein shall begin
 On the _____ day of _____, 20____ at _____ o'clock _____.M. and shall end
 On the _____ day of _____, 20____ at _____ o'clock _____.M.
4. **RENTAL FEE AND SECURITY DEPOSIT.**
 Renter agrees to pay to the City the sum of \$ _____ for the premises rented as indicated above. Payment shall be made at the time that this Rental Agreement is signed. The rental fee shall be refunded by the city to the Renter if canceled at least 10 days before the date of the rental. This fee shall be paid upon the signing of this agreement. Renters shall also pay to the City a deposit in the amount of \$100.00. This deposit is to cover any clean-up expenses incurred by the City and all or part of any damages that may be incurred during the rental. If there are damages and/or clean-up above and beyond the deposit, the Renter shall be responsible for such fees. If the Renter returns the premises without additional clean-up needed and with no damage, this deposit fee will be refunded. If clean-up is needed, the entire deposit fee shall be forfeited.
5. **PURPOSE.** The purpose for the rental is as follows: _____
6. **KEYS.** Keys shall be picked up the day of or on Friday for a weekend event and returned to City Hall, 604 Main Street immediately following the event. Under no circumstances will City personnel or council members provide the key during non-working hours.
7. **ALCOHOL.** The serving of beer, wine, or other alcoholic beverages shall be only in accordance with the rules and regulations of Kansas liquor laws and the Americus City Code. The alcoholic or cereal malt beverage shall not be sold and shall be provided without fee to those attending the event. The event shall be private and not open to the public. The alcoholic beverage or cereal malt beverage shall remain within the building and not be consumed outside the building. Law enforcement shall have unlimited access to the event to verify adherence to regulations. All guests of the event shall be 21 or older unless accompanied by a parent or legal guardian.
8. **NO SMOKING / USE OF FIRE:** Smoking inside the premises is prohibited. The use of candles is prohibited except on birthday cakes.
9. **ANIMALS.** No animals are allowed in the building other than trained service dogs.

10. **SUPERVISION OF MINORS.** These premises may only be rented to adults and if minors are to be present, there shall be an appropriate number of adults supervising the minors.
11. **COMPLIANCE WITH LAWS.** The Renter is responsible for compliance with all city ordinances and state laws and shall be responsible for securing all permits as may be required or appropriate.
12. **INSPECTION.** The premises shall be inspected by the City and Renter prior to the initiation of the Rental Agreement. The Renter shall be responsible for all damages done to the facility.
13. **INDEMNIFICATION.** The Renter hereby agrees to indemnify and hold harmless the City for all injuries and damages, including reasonable attorney fees, which may be incurred on the premises during the renting of the premises and/or in relation to the rental of the premises.
14. **SUB-LEASING.** The Renter may not sub-lease the premises.
15. **INSPECTION.** The City reserves the right to inspect the Renter's use of the property without notice to the Renter.
16. **OBSTRUCTION PROHIBITED.** Fire escapes, fire equipment, and electrical control panels, entries, and exits shall not be obstructed.
17. **PARKING.** Parking shall be in the designated parking spots only and shall be used so not to impede the entrance of the emergency vehicles as may be necessary.
18. **CLEAN-UP.** All floors shall be swept and mopped as needed. Mops, broom, and cleaning supplies are located outside the kitchen in the furnace room. Tables and chairs shall be wiped clean. Bathrooms shall be cleaned. Food items shall be removed. Yard trash shall be removed. Lights shall be turned off.
19. **ALTERATIONS.** No permanent alterations or defacing of the property is permitted. ***You are not allowed to affix anything to the walls or ceiling by nail, staple, screw, tape, glue, or any other means.***
20. **ATTORNEY FEES:** Should the City incur any attorney fees in relation to Renter's misuse of the premises as set forth herein or for breach of this agreement, Renter shall be liable for such attorney fees and court costs.
21. **HEADINGS.** Any headings contained in this Lease are for the purpose of quick reference and are not to be construed as a portion of this Lease.
22. **COVID-19.** In consideration of the COVID-19 situation, you agree to abide by all recommended and mandated regulations pertaining to the mass gathering, social distancing, and other health precautions active at the time of your rental date.

THIS RENTAL AGREEMENT is binding upon the respective parties hereto, their heirs, executors, administrators, successors, trustees, and assigns.

X _____
 City of Americus
 "City"
 604 Main Street
 PO Box 526
 Americus, KS 66835
 Phone: 620.443.5655

X _____
 "Renter" (an individual signature is required)

Print Name _____
 Address: _____

Email: _____

Home Phone: (_____) _____ - _____

Cell Phone: (_____) _____ - _____

Work Phone: (_____) _____ - _____

Office Use Only:	
Deposit: Check # _____	Cash
Rental: Check # _____	Cash