

**CITY OF WEST POINT
RENTAL AGREEMENT
(Commercial Events)**



FACILITY: Nielsen Community Center
Building, Parking Lot and surrounding City-owned property
200 Anna Stalp Avenue
West Point, Nebraska 68788

PARTIES:

“LESSOR” - City of West Point
444 South Main Street
P O Box 327
West Point, Nebraska 68788

“LESSEE” – Business Name: _____
Contact Name(s): _____
Address: _____
Phone #: _____
Email: _____
Description of Event: _____
Approximate Number Attending: _____
Date of Event: _____
Additional Days for set-up/cleaning _____

RENTAL RATES

Charter West Ballrooms:

- | | | | |
|---|---|--|---|
| <input type="checkbox"/> Entire Ballroom (A-E) \$1500.00/day (145' x 88') | <input type="checkbox"/> Ballroom A (with stage) \$1000.00/day (75' x 88') | <input type="checkbox"/> Ballrooms B-E (no stage) \$800.00/day (61' x 88') | <input type="checkbox"/> ¼ Ballrooms C&E or ¼ Ballrooms B&D \$400.00/day (61' x 44') |
| <input type="checkbox"/> Ballroom B Only-\$325.00/day (39' x 44') | <input type="checkbox"/> F&M Foyer Only-\$325.00/Day (37' x 60') | | |
| <input type="checkbox"/> Ballroom C Only-\$325.00/day (39' x 44') | | | |
| <input type="checkbox"/> 1/8 Ballroom – D-\$250.00/day (22' x 44') | <input type="checkbox"/> F&M Foyer Only on Setup Day with Full Ballroom \$325.00 | | |
| <input type="checkbox"/> 1/8 Ballroom --E-\$250.00/day (22' x 44') | | | |
-

Kitchens:

- | | |
|---|---|
| <input type="checkbox"/> Kitchen A w/Ballrooms B-E-\$125.00/day | <input type="checkbox"/> Kitchen B w/Ballroom A (includes service area) \$175.00/day |
|---|---|
-

Set-up Rental Fees:

- \$200.00 for half of Ballroom \$400.00 for Full Ballroom (NOT limited to one day prior to event)
-

Citizens State Bank Meeting Rooms:

- | | | |
|---|-------------|--------------|
| <input type="checkbox"/> Small (Meeting Room A) | (15' x 27') | \$105.00/Day |
| <input type="checkbox"/> Large (Meeting Room B) | (30' x 27') | \$125.00/Day |
| <input type="checkbox"/> Combined (Meeting Rooms A&B) | (40' x 27') | \$200.00/Day |
-

Other Rentals:

- | | |
|--|---------------------------|
| <input type="checkbox"/> Portable Stage Platforms (quantity up to 6) | \$25.00 (6x8) \$15 (4x8) |
| <input type="checkbox"/> Portable Projection Screen (Velcro or Free-stand) | \$50.00/day |
| <input type="checkbox"/> VGA/HDMI Projector | \$75.00/day |
| <input type="checkbox"/> Fountain Pop + Cups etc. (Located in Service Bar) | \$60/100 people attending |
-

| | | | |
|-------------------|-----------------|---------------------|--|
| Rental Fee | \$ _____ | Total Rent | \$ _____ |
| Other Rentals | \$ _____ | Damage Deposit | \$ _____ |
| | \$ _____ | | |
| Kitchen Fee | \$ _____ | Minus Holding | |
| Setup Fee | \$ _____ | Reservation Deposit | \$- _____ |
| | | Paid with Check | <input type="checkbox"/> # _____ <input type="checkbox"/> Cash |
| TOTAL RENT | \$ _____ | BALANCE DUE | \$ _____ |

DAMAGE DEPOSIT DUE \$ _____

THIS AGREEMENT made this _____ day of _____, 20__, by and between the City of West Point, Nebraska, a Municipal Corporation, hereinafter referred to as “City” and _____ hereinafter referred to as “Lessee” (whether one or more).

1. **Date of Rental.** Lessee’s occupancy of the areas selected above at the Nielsen Community Center, 200 Anna Stalp Ave., West Point, NE 68788 (hereinafter referred to as “Facility”), shall commence on the _____ day of _____, 20__ and continue to the _____ day of _____, 20__.

2. **Rent & Keys to Facility.** The rental rates are as set out on page 2 of this Agreement. The full balance due must be paid before keys are released to Lessee. Payment can be made at the Facility. Lessee may pick up the keys one (1) day before Lessee’s event. If Lessee’s event is scheduled on a Saturday, Sunday or holiday, Lessee must pick up the keys on the last business day prior to event. The keys must be returned to the Facility following the rental and after cleaning the Facility. In the event Lessee fails to return keys, Lessee will be liable for the cost of replacement keys.

3. **Damage and/or Cleanup Deposit:** In addition to the rent for reserved areas, a separate check payable to the City of West Point for a damage and/or cleanup deposit in the amount of \$_____ shall be paid at the time the keys are picked up. Deposit will be held until a walk-through of the facility has been completed by City following the event. Lessee shall be responsible for any and all damages. Lessee’s liability shall not be limited to the amount of the deposit. The deposit will be retained by City to apply to any damage or loss, other than ordinary wear and tear, occurring to Facility or equipment therein. Deposit may also be applied to cover the cost of cleaning any items not completed on the cleaning list or failure to abide by any terms of this Agreement. Under no circumstances can said deposit be applied by Lessee to pay rent due or in lieu of cleanup. Deposit, less itemized deductions, will be returned within 14 days of demand and notice by Lessee.

4. **Reservation Deposit.** In order to hold the reservation, Lessee agrees to pay a reservation deposit of \$_____ at the time of executing this Agreement.

5. **Cancellation.** If Lessee cancels the reservation before **90** days prior to the event, the full deposit will be refunded to Lessee. If cancellation occurs within 90 days of the event, the whole Reservation Deposit is forfeited by Lessee.

6. **Damage to the Facility:** Lessee agrees to be responsible for all damage to the Facility during the rental term, and agrees to pay for all damage in excess of Security Deposit caused by Lessee, Lessee’s family, guests, servants, invitees, or others permitted by Lessee to be on the Facility.

7. **Use of Facility:** Lessee further agrees to use the Facility solely for legal and proper functions. Lessee agrees not to do anything on the Facility which would increase insurance rates or fire hazards or violate any municipal ordinances or codes or state laws. Use of the Facility at night shall not extend past 1:00 A.M.

8. **Forfeiture.** Failure on the part of Lessee to comply with any of the provisions of this Agreement shall, at the option of the City, constitute forfeiture thereof.

9. **Right to Enter.** City shall have the right to enter the Facility at any time during the term of this Agreement.

10. **Rules and Regulations of Facility.** Lessee is aware of the regulations governing the use of the Facility as outlined in Resolution 2015-20. Further, Lessee acknowledges the following:

- a. No tobacco products are allowed in the facility.
- b. Smoke and fog machines are prohibited.

11. **Alcohol.** No alcohol shall be served after **12:30 a.m.** No drinks are allowed on the dance floor. Lessee shall not knowingly tolerate a violation of liquor laws. Specifically, no drinking by minors and no procuring alcohol for minors allowed. Lessee makes the following disclosures regarding alcohol that will be served at Lessee's Event:

| | | |
|--------------------------------------|---------|--------|
| Event be open to the general public | ___ Yes | ___ No |
| Alcoholic Beverages will be consumed | ___ Yes | ___ No |
| Alcoholic Beverages will be sold | ___ Yes | ___ No |

12. **Property of Lessee.** City assumes no liability or responsibility for the personal property of Lessee. Any property left in or about the Facility after the rental term shall, at the option of the City, become the property of the City.

13. **Destruction of Facility.** In the event the Facility is totally destroyed by fire, rain, wind, or other causes beyond the control of City, or are condemned and ordered torn down by any properly constituted authorities of the Federal, State, County, or City Governments, then in any of these events, this Agreement shall cease and terminate as of the date of such destruction.

14. **Decorating Facility.** Decorating for events will be allowed within the guidelines set forth by the City. No tacks, tape, nails, etc. will be allowed on the walls, floors/stage, or ceiling.

15. **Cleaning following Event.** Lessee is responsible for cleaning after Lessee's event. A complete checklist of Lessee's cleaning duties is included with this contract. Lessee agrees to complete all items on the checklist at the end of Lessee's Event. All cleanup work must be completed, all equipment/material removed, and the Facility vacated by 2:00 A.M.

16. **Chairs and tables.** Chairs and tables are available for Lessee's use and are stored in the storage areas at the north end of the Facility. All set up of tables, chairs, and service arrangements shall be completed by Lessee, unless other contract services are arranged. Tables must be wiped down, and chairs must be returned to the storage area when the event is over. Instructions are posted in the chair closets regarding proper return of the chairs and tables. Lessee agrees to follow the same. Tables must be carried, not slid on the floor.

17. **Property of Facility.** No tables, chairs, utensils, or furnishings shall be removed from the Facility. Lessee shall furnish their own dishes, silverware, towels, table covers, napkins and other such items.

18. **Indemnify/Hold Harmless.** Lessee agrees not to hold City responsible for any claims, demands, judgments and expenses incurred in connection with a death or injury to persons or for loss of or damage to property arising out of or in connection with, the use of the occupancy of Facility that may be attributable specifically to the Lessee, Lessee's guests or use of the Facility. A major concern of the City is to keep the facility clean and prevent costly damages. Facility belongs to the citizens of West Point and is under the control of the City Council to oversee its care. Lessee agrees that it will be responsible for all damages or liability that may occur during its use of Facility and agrees to indemnify and hold the City harmless for the same.

19. **No Discrimination.** Lessee shall not discriminate in its use of Facility with respect to any class of persons protected by state or federal laws, including for reasons of race, sex, national origin or religion.

20. **Emergency.** In the event of an emergency, City reserves the right to cancel this Agreement for use of Facility without notice when such emergency is deemed necessary by the City. The City will take all reasonable efforts not to cancel the Agreement. Facility is a designated shelter in times of emergency. If this would occur, the Reservation Deposit would be returned to the Lessee in full.

21. **Use not Exclusive.** City has the right to rent out portions of Facility not otherwise reserved by Lessee. Lessee acknowledges there may be more than one event going on at the same time.

22. **No Assignment.** Lessee shall not sell or assign this Agreement, or sublet under this Agreement, without written consent of City.

23. It is agreed that the terms of this Agreement are contractual and not mere recitals and are binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

24. If any provision or paragraph of this Agreement is unenforceable, the remaining provisions or paragraphs shall nevertheless be carried into effect.

Date Received: _____

Would you like to have your event posted on the Nielsen Community Center Website?

____ Yes ____ No

_____ Printed Name of Lessee

Date

_____ Printed Name of Lessee

Date

City of West Point, Nebraska

By: _____
Chris Kreikemeier, Facility Manager

Date _____