

## RENTAL AGREEMENT

This Rental Agreement is made by and between the City of Worthing, hereinafter referred to as "City" and \_\_\_\_\_ of \_\_\_\_\_ hereinafter called "Renter".

City hereby agrees to rent to Renter the Worthing Civic Center building located in Worthing, South Dakota, on \_\_\_\_\_, 20\_\_\_\_, hereinafter called "Rental Date" from \_\_\_\_\_ AM/PM to \_\_\_\_\_ AM/PM.

**SECURITY DEPOSIT** – Renter agrees to deposit \$100.00 with the City prior to the Rental Date to reserve the rented date and as security that the Renter will maintain and use the Premises in accordance with this agreement.

**RENT** – Renter agrees to pay rent for each rental day the premises is to be rented at the per day rental amount set forth herein.

- Legion Members. A fee of \$25.00 shall be charged for a full-day rental. A fee of \$15.00 shall be charged for a half-day rental.
- Worthing Residents. A fee of \$50.00 shall be charged for a full-day rental. A fee of \$35.00 shall be charged for a half-day rental.
- Non-Residents. A fee of \$100.00 shall be charged for a full-day rental. A fee of \$70.00 shall be charged for a half-day rental.

**POSSESSION** – Upon payment of the rent, Renter shall be entitled to use the premises along with the following personal property located in the premises.

Folding Chairs and Tables

**USE** – Renter agrees to use the premises in a prudent and reasonable manner to keep the premises in good order, condition and repair. Renter agrees that the following shall not occur on the premises during the Rental Period.

1. No smoking inside the building.
2. No tacks or nails shall be placed in the walls.
3. No chairs or other personal items shall be removed from the building.
4. The building shall not be left unattended during rental period.

Renter agrees to leave the premises with all tables and chairs set up as they were at the commencement of the rental period. Renter agrees to put all garbage in bags and remove the same from the premises. Renter agrees to turn off all lights in the premises when not in use.

While central air units are in use, Renter agrees to upon exiting the facility to set thermostats at 78 degrees between the calendar dates of May 1st and September 30<sup>th</sup>.

While furnaces are in use, Renter agrees to upon exiting the facility to set the thermostats at 62 degrees between the calendar dates of October 1st and April 30<sup>th</sup>.

**INSPECTION** – Upon inspection of the premises at the end of the rental period, if City determines that the Renter has complied with the terms of this agreement, no damage has occurred to the premises or personal property, and the property has been cleaned to the condition it was at the start of the rental period, the deposit will be returned to the Renter in a timely manner. If the inspection reveals damage to the premises or the personal property located therein or that the premises has not been left clean, the deposit shall be forfeited up to the amount necessary to repair or replace such property or clean the premises. Renter will be responsible for any cleanup or repair costs in excess of the damage deposit.

**LIABILITY** – Renter agrees to be liable for any damages to the premises or personal property contained therein which occurred as a result of Renter's use thereof.

**INDEMNITY** – Renter understands that City shall not be liable for any accidents that occur on the premises and Renter agrees to indemnify and hold harmless City from and against any and all claims and damages that arise from or during Renter's use of the premises.

Renter agrees that it shall indemnify and hold harmless the City and its agents, employees, and volunteers from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from (i) the use of the Worthing Civic Center for any purpose, (ii) any act, omission, or negligence of the City or its partners, directors, officers, agents, employees, invitees, or contractors of the Renter, (iii) any accident, injury or damage whatsoever occurring in or at the Worthing Civic Center. Renter agrees to indemnify and hold harmless the City from the consequences of any negligent act or omission of the City, its agents, employees, and volunteers, unless such act or omission constitutes gross negligence or intentional misconduct.

Renter shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$500,000.00 each occurrence in form and manner acceptable to the City. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. Such insurance shall name City, its employees and volunteers as additional insureds.

If alcoholic beverages will be consumed on the premises the Renter shall provide proof of homeowners insurance or renters insurance, in form and manner acceptable to the City, providing liability insurance for the consumption of alcohol.

If the sale of alcoholic beverages is allowed pursuant to a temporary license issued by the City, Renter shall maintain Liquor Liability insurance with a limit of not less than \$500,000.00 each accident. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. Such insurance shall name the City and its employees and volunteers as additional insureds.

**RIGHT OF REFUSAL** – The City of Worthing reserves the right to approve or disallow any rentals in the sole discretion of the City.

**GENERAL PROVISIONS-**

1. Renter must be 18 years of age or older for use that does not involve the consumption or sale of alcoholic beverages.
2. Renter must be 21 years of age or older for use that involves the consumption or sale of alcoholic beverages.
3. Time shall be an essential part of this agreement.
4. This agreement shall bind the parties, their heirs, successors, and assigns.
5. Use is limited to legally permissible activities. Illegal use of premises is prohibited.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20

City of Worthing

Renter

\_\_\_\_\_  
By its \_\_\_\_\_

\_\_\_\_\_

## Worthing Civic Center Rules and Regulations

**Reservations.** All events are scheduled on a first served basis. The full amount of the security deposit and rent is due at the time of your reservation.

**Fee Structure.** All rental time includes set up and cleanup. All fees are subject to all applicable sales taxes. All fees are due two (2) weeks prior to the date of the event.

**Security Deposit.** Refund of the deposit will be mailed to deposit payee after the rental event if the keys are returned to the City, no personal property is missing or damaged, the rental is cleaned, and there are no damages to the rental premises. Any damage that exceeds the amount of the deposit will be billed to the Renter.

**Door Code.** The door code for the Worthing Civic Center may be obtained from City Hall one to two business days prior to your event.

**Decorations.** Decorations may not be fastened to the walls with pins, tacks, tape, nails, or staples. The use of glitter, straw, or hay is prohibited in the building.

**Storage.** No storage is provided or available before or after any event. All belongings must be removed at the end of the event. The City of Worthing is not responsible for items left behind, before, during, or after an event.

**Alcoholic Beverages.** Permission must be requested on the rental agreement to possess and serve alcohol at events. If alcohol is sold, an additional "Special Events Permit" liquor license must be obtained from the City of Worthing. Renters must abide by all laws of the State of South Dakota concerning the use and serving of alcohol. Alcohol must remain inside the building. Responsible adults must serve the alcohol and must be aware of the liability for serving alcohol to guests. It is a violation of law to allow or otherwise permit minors to consume alcoholic beverages. If minors are illegally served or allowed to consume alcoholic beverages at the facility, the entire security deposit shall be forfeited and such violations will be reported to the Police Department.

**Prohibited Items and Uses.**

- No use of pins, tacks, tape or nails is allowed.
- No live animals, except service animals, may be brought onto the premises.
- Smoking and the use of tobacco products is prohibited in the building. A smoking receptacle is provided outside the building.

- Weapons are not permitted on the premises.
- No subleasing of the Civic Center is allowed or permitted.
- Motorized vehicles of any type are not allowed in the building or on the property.
- No chairs, tables, or other items shall be removed from the building.

**Enforcement.** Failure to comply with any of the rules or provisions in this agreement may result in the loss of the security deposit and of future use of the Civic Center.

**Security.** The signer of the rental agreement, who must be at least 18 years of age or older, is responsible for the orderly conduct of the group. When applicable, the City of Worthing may require adult chaperones for youth activities. A list of these chaperones must be submitted to the City of Worthing at least ten days prior to the event, including their addresses and phone numbers.

**Liability.** Renter agrees to be liable for any damages to the premises or property which occurred as a result of the renter's use. Costs incurred by damages and additional cleanup above the security deposit amount will be billed to the renter. Except for claims arising out of the acts caused by the negligence of the City, the renter agrees to indemnify and hold harmless the City from and against any and all claims arising from the renter's use of the premises.

**General Provisions.**

- All events need to end by 1:00 a.m. This includes cleanup time. All people must be out of the building by 1:00 a.m.
- The City of Worthing staff may enter the rented premises at any time on any occasion.
- The City of Worthing reserves the right to photograph rental events for its own records and for use in the future.

**City of Worthing**  
**Worthing Civic Center Rental**  
**Agreement**

Renter Information

Name of Renter: \_\_\_\_\_

Address of Renter: \_\_\_\_\_

Phone Number of Renter: \_\_\_\_\_

Email of Renter: \_\_\_\_\_

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Basic Event Information & Fees

Type of Event: \_\_\_\_\_

Date(s) Reserved: \_\_\_\_\_ Number of People Attending: \_\_\_\_\_

Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_ (to include setup and cleanup time)

Alcohol Use:        **Yes** \_\_\_\_\_        **No** \_\_\_\_\_

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Total Fees Due

Total Room Rental Fee = \_\_\_\_\_ Tax    ( \_ % ) = \_

\_\_\_\_\_ Grand Total    = \_\_\_\_\_

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Signature of Renter \_\_\_\_\_ Date: \_\_\_\_\_

City Representative \_\_\_\_\_ Date: \_\_\_\_\_

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For Office Use Only

Person Paying Fees: \_\_\_\_\_  
Address & Phone (if different than Renter) \_\_\_\_\_

Date Rental Agreement Signed: \_\_\_\_\_

Date Paid:                      Amount: \_\_\_\_\_ Cash \_\_\_\_\_ or Check \_\_\_\_\_

Received by: \_\_\_\_\_

Cancellation Date:                      Refunded Fees:

Refund Check (Number, Date & Amount): \_\_\_\_\_

Alcohol Use Authorized    **Yes** \_\_\_\_\_        **No** \_\_\_\_\_