



GIBBON COMMUNITY CENTER

LEASE AGREEMENT

PARTIES

"CITY"

City of Gibbon
1029 Court Street
Gibbon, NE 68840
Phone 308-468-6118

"LEASOR"

Name: _____

Address: _____

Phone: _____

Description of event: _____

This agreement is made on this _____ day of _____ 20____, by and between the City of Gibbon, Nebraska. The use of the Community Room shall commence on the _____ day of _____ 20____ at _____ am/pm and continue to the _____ day of _____, 20____ at _____ am/pm.

1. Leasor is fully responsible for all damage and agrees to pay for all damages more than security deposit caused by Leasor, Leasor's family, guests, servants, invitees, or others permitted by Leasor to be on the premises.
2. Leasor further agrees to use said premises solely for legal and proper function and events and shall not sell or assign this agreement or lease under this agreement, without written consent of the City.
3. Leasor agrees not to do anything on the premises which would increase fire hazards or violate any municipal ordinances, codes, or state laws.
4. The failure on the part of Leasor to comply with any of the provisions of this agreement or rules at the option of the City, constitute forfeiture thereof.
5. Leasor agrees the City shall have the right to enter said premises at any time during this agreement.
6. Leasor will not cause or permit the premises to be used for any unlawful business or purpose whatsoever and that the Leasor will use due diligence in guarding the premises from damage by fire, theft, vandalism, and other casualties. The Leasor will hold the City harmless and indemnify the City for all expenses including attorney fees and court costs on any liability resulting from the Leasor's possession of the premises or the conduct of the Leasor or those the Leasor permits on the premises.
7. The city and agents shall not be liable for any damages to personal property or injuries to the person of Leasor or others from any cause arising out of this lease. Leasor further agrees to indemnify and hold harmless the City and agents thereof from any claim or loss – including that of Leasor – on account of the

liability herein assumed. Specifically, but without limitation, the City shall not be liable for a) any damage due to acts of nature or man; b) any stolen items or property c) any vandalism d) any bodily injury e) attractive nuisance. Leasor acknowledges that Leasor has been encouraged to examine his or her insurance coverage relating to this event. Leasor is not insured by the city. City assumes no liability or responsibility for the personal property of Leasor.

8. Anyone wishing to use the Community Room shall contact the City office with the date requested and type of activity they wish to hold. The event will be placed on the calendar; however, this date will not be confirmed unless the Leasor deposit is received within five business days of the request. If the Leasor deposit is not received within **five** business days, the date requested will be considered open on the calendar.
9. Decorating is allowed. Leasor can decorate the day before the date reserved providing the building is not reserved on that day. Additional days to decorate may be reserved for a fee of \$50.00 for each additional day. **NO TACKS, TAPE, NAILS, STAPLES ETC WILL BE ALLOWED ON THE WALLS FLOORS OR CEILING. NO CANDLES WITH AN OPEN FLAME ARE PERMITTED. USE OF OPEN FLAME CANDLES WILL RESULT IN THE FORFEITURE OF THE SECURITY DEPOSIT.**
10. Leasor of the Community room will be responsible for cleaning after the activity is over. Restrooms must be cleaned, floors swept and/or wiped clean and trash placed in the dumpster. Trash in the parking lot must also be picked up. Tables and chairs must be cleaned and returned to their original location.
11. No tables, chairs, utensils, or furnishings shall be removed from the Community Room. You must provide your own dish rags/towels.
12. The following rates for use of the building shall apply and are due to the City office before the keys are picked up:

Small Room

- a. Events longer than 5 hours: \$100.00
- b. Events 5 hours or less \$ 50.00
- c. Deposit of equal amount to above A or B per event. (\$ _____)

Large Room

- a. Events longer than 5 hours: \$200.00
- b. Events 5 hours or less \$ 100.00
- c. Deposit of equal amount to above A or B per event. (\$ _____)
- d. Gibbon nonprofit community organizations will not be charged a fee however donations are accepted, the organization will be responsible for any damages.

13. It is agreed that the terms of this agreement are contractual and are binding upon the parties.
14. If any provision or paragraph of this agreement is unenforceable, the remaining provisions or paragraphs shall nevertheless be carried into effect.

Please read the entire document before signing. Return this Lease agreement with deposit to 1029 Court Street Gibbon NE 68840. Keep a copy for your records. Make payment to the City of Gibbon.

Will liquor/alcohol be available or served at this event? Yes No

(If yes is checked above an additional deposit of (\$400.00) must be included with deposit for room.)

15. Lessor shall deposit with the City the sum of \$ _____ (cash, credit card or check) upon receipt of the key, as a security deposit which will be retained by the City to apply on any damage or loss other than ordinary wear occurring to the Community Room or any equipment, any items not completed on the cleaning list, or for failure to abide by the terms of this agreement. Under no circumstances can said deposit be applied by Lessor to pay fees and charges due in lieu of cleanup. Said deposit, less itemized deductions will be returned within 14 days of the event.

IF LIQUOR/ALCOHOL IS TO BE AVAILABLE OR SERVED, LEASOR IS RESPONSIBLE FOR CONTACTING A LIQUOR/ALCOHOL RETAILER HAVING A CATERING LICENSE TO MAKE ARRANGEMENTS REGARDING THE SPECIAL DESIGNATED LIQUOR LICENSE (“SDL”) REQUIRED FOR THE EVENT. APPLICATION FOR AN SDL SHOULD BE MADE AT LEAST 30 DAYS IN ADVANCE AS SDL’S ARE ISSUED BY THE NEBRASKA LIQUOR CONTROL COMMISSION.

POSSESSION OF ALCOHOL IN THE COMMUNITY ROOM IS ABSOLUTELY PROHIBITED UNLESS THE ALCOHOL IS SUPPLIED AND SERVED BY A LICENSED LIQUOR RETAILER WITH AN SDL FOR YOUR EVENT. YOUR DEPOSIT WILL BE FORFEITED IF ALCOHOL IS PRESENT WITHOUT AN SDL FOR THE EVENT.

- **Cleaning checklist will be strictly enforced. You have the right to both a pre-use and post-use inspection with a city representative. If you don’t take advantage of this right, you are responsible for following “Cleaning Checklist” regardless of the Community Room’s condition before you took possession.**

I have received a copy of the guidelines for the Gibbon community Room, and I will abide by the rules and regulations.

LEASOR: _____ DATE(S) RESERVED _____

DATED _____ COPY OF SDL RECIEVED _____/20

LEASEE FEE: \$ _____ DATE PAID: _____

CLEANING/DAMAGE DEPOSIT: \$ _____ DATE PAID: _____

_____/ _____ (CATER)
LEASOR’S SIGNATURE

CITY OF GIBBON, NEBRASKA

-Approved By: _____ (SIGNATURE)

AGREEMENT OF CATERER

FOOD/ALCOHOL

Anyone serving liquor/alcohol at the COMMUNITY ROOM is required to have at least One Million dollars (\$1,000,000) in general liability insurance with proof of insurance provided to the city prior to the Event. Alcohol Caterers must also have a valid Nebraska Liquor Commission License. **MINORS ABSOLUTELY WILL NOT BE SERVED ALCOHOLIC BEVERAGES.**

The City will assume no responsibility for problems, legal or otherwise, which could result from consuming alcoholic beverages in the COMMUNITY ROOM or surrounding property. All caterers shall be solely and completely responsible for the liquor permit and any resulting violations.

EVENT: _____ DATE: _____

The undersigned acknowledges that it will be the cater of alcoholic beverages in the Gibbon Community Room.

1. Caterer shall follow all laws and rules regarding the providing of alcoholic beverages in the Gibbon community Room.
2. Caterer has a general liability insurance policy in effect in an amount not less than \$1,000,000 and caterer shall provide city proof of said insurance for catering alcohol in the Gibbon Community Room.
3. All responsibilities for damages or problems, legal or otherwise which might result from providing alcoholic beverages in the community room, or surrounding property, shall be assumed by caterer and caterer agrees to hold the city harmless from any liability and indemnify the city for an costs incurred arising from caterer's services at the Gibbon Community Room.
4. 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.
5. If any provision or paragraph of this agreement is unenforceable, the remaining provisions or paragraphs shall nevertheless be carried into effect.

CITY OF GIBBON, NEBRASKA

DATE: _____

BY: _____

CLEANING CHECKLIST

GIBBON COMMUNITY ROOM

Please give a copy of this checklist to anyone helping with cleanup.

The following list has been compiled to clarify the duties of cleaning the Gibbon Community Room after a function. **Make sure all doors are locked when leaving. No garbage may be left outside of dumpsters. Any excess must be removed by LEASOR. DUMPSTER IS LOCATED SOUTH/EAST OF THE COMMUNITY CENTER.

COMMUNITY ROOM

- ___ Wash off tables and chairs. Place chairs upside down on top of tables.
- ___ Pick up trash and put in dumpster.
- ___ Dust mop the floor and **mop up any spills**. Brooms and mops are in the storage room.
- ___ Please advise if something is broken or now working properly.

KITCHEN

- ___ Put trash in dumpster.
- ___ Clean and put away any dishes, etc. used.
- ___ Dust mop and MOP the floor.
- ___ Wipe counters off.
- ___ All appliances must be cleaned inside and out.

BATHROOMS

- ___ Put trash in dumpster.
- ___ Clean toilets and urinals, as necessary.
- ___ Clean sinks, faucets, and mirrors.
- ___ Dust mop and MOP floor

PARKING LOT

- ___ Pick up trash and put in dumpster on the north/east side of Community Center.

ANY TIME THE COMMUNITY ROOM IS USED FOR AN EVENT, THE RESTROOMS AND ENTRY WAY MUST BE CLEANED ACCORING TO THE CLEANING CHECK LIST

_____ LEASOR