

Rental Agreement - Marion Community Center

For the purposes of this contract, the party using the center is referred to as RENTER and Marion Advancement Campaign, Inc. as MAC.

Rooms and facilities in the Marion Community Center are made available for use to responsible businesses, civic groups and others in accordance with the following rates, rules and policies, all of which the RENTER agrees to and is bound by, to wit:

BASE RENTAL FEE: See the "Rental Area and Fee Summary" attached hereto and incorporated by reference herein.

RENTAL AREA: This lease is for the use of only the room/rooms/spaces actually contracted, as set out in the Rental Area and Fee Summary attached hereto and incorporated by reference herein. In addition to the reserved room(s) and equipment, MAC will provide a limited public address system, lights, tables, chairs, movie screen, heating and air conditioning. Other usages may take place simultaneously in other areas of the building during your usage.

RENTAL DEPOSIT: An advance deposit is required to book the facility. The RENTER accepts full responsibility for payment. In the event of cancellation, the deposit is non-refundable. See "Fee Summary" for amounts of deposit required.

RENTER OBLIGATION:

1. **FACILITY SETUP:** All physical setup and removal of equipment, staging, etc., shall be done at the expense of the RENTER, under the supervision of and subject to the approval of MAC.
2. **INDEMNIFICATION:** The RENTER hereby indemnifies and holds MAC and the City of Marion harmless for (a) any damage to the building, furniture, and fixtures as a result of any act of the RENTER, its invitees, audience, members, representatives or its employees; (b) all claims, potential claims, causes of action, or judgments for death or injuries to persons caused by, or contributed to by acts or omissions of the RENTER, its invites, audience, members, representatives or its employees. Costs of repair or replacement of damages will be the responsibility of the RENTER. If damage occurs, the damage deposit will be applied to the cost and/or replacement and the RENTER shall be responsible for any amount in excess of the damage deposit. RENTER is also responsible for the safety and security of any equipment or personal items brought into the facility in connection with the event. RENTER shall defend MAC and the City of Marion in any suit or action brought against MAC and the City, their employees, officers and members for any claim, loss, injury and/or death.
3. **INSURANCE: Evidence of adequate insurance held by the RENTER must be provided and be on file with MAC.** A Certificate of Liability Insurance naming Marion Advancement Campaign and City of Marion as additional insured must be received at the address below not later than five (5) working days prior to the date of the event in the amount of \$200,000. MAC reserves the right to reject any such Certificate of Liability Insurance in its sole and absolute discretion.
4. **FORFEITURE:** If in the opinion of the MAC the RENTER breaches any of the terms, items and conditions of this agreement, the initial deposits herein provided shall be forfeited to MAC and MAC shall be entitled to the immediate possession of the premises without any further responsibility or liability to the RENTER.
5. **LEIN FOR PAYMENT:** The RENTER expressly agrees that MAC shall have a lien against any monies or property of the RENTER for the payment of any and all charges, rentals or damages incurred hereunder.
6. **GENERAL RULES:**
 - a. The RENTER shall not erect or operate any machinery or install any wires, electrical, etc., without the written consent of MAC who can give or deny consent based upon its sole discretion.
 - b. The RENTER, its invitees, audience, members, representatives or its employees shall not use, or permit the use, upon the premises of any substance of an explosive or inflammable nature.
 - c. The RENTER shall not deface building surfaces by the use of paint, nails, tacks, tape, screws or similar devises without clear and specific permission. Such permission must be in the form of a Decoration Variance Permit. Said permits shall be in written form, issued by MAC and may require an additional security deposit. Lighted candles may be used only if they are in enclosed containers. Defacing of any of the building or its interior walls or surfaces is prohibited. Final approval and satisfaction of item "c" rests solely with MAC. **RENTER must initial as having read and understood rule "c". Initial _____**
 - d. The RENTER will not allow the sale of alcoholic beverages or cereal malt beverages on the premises. Alcoholic and cereal malt beverages may be served and consumed on the premises, but they cannot be offered for sale.
 - e. The RENTER, its invitees, audience, members, representatives or its employees will adhere to the area designated by MAC for the distribution of food or drinks.

- f. The entire building is designated a Smoke Free Facility. Smoking is restricted to off premises areas and is strictly forbidden in the Marion Community Center.
 - g. Uniformed Law Enforcement Officers shall have the right to enter the building at any time to conduct reasonable, unobtrusive inspections.
 - h. All items brought into the facility by the RENTER must be removed at the end of the event, with the tables cleared, rooms, floors and access ways cleared of all debris so the facility is ready for a next day rental. Vendors used by the RENTER must remove their property in cooperation with the rental terms set forth herein.
 - i. Setup requirements and location of equipment must be approved by MAC prior to the event.
 - j. All room arrangements and moving of MAC's equipment must be approved by MAC prior to or immediately following the event.
 - k. Throwing of rice, bird seed, confetti, or other similar items is not permitted inside or outside the building.
 - l. Drinks are not allowed on the stage at any time that it is being used as a dance floor.
7. MISCELLANEOUS PROVISIONS:
- a. The rental term for use of the facility shall be from 8:00 a.m. on the date reserved until 12:00 a.m. (midnight) on that date. Renter may retain occupancy past 12:00 a.m. for facility cleanup purposes only. In no event may occupancy extend past 2:00 a.m.
If the facility is not reserved by others on the morning following the reserved date, renter may have access at no additional cost from 8:00 a.m. until 12:00 p.m. (noon) for cleaning purposes.
 - b. If Renter desires guaranteed access to the facility on the day before or after the primary reservation date (for purposes of setup, decoration, cleaning, only), such access may be allowed if the facility is not already reserved by others. Guaranteed access pursuant to this section shall require an additional fee as reflected in the fee summary attached hereto.
 - c. Reservations may be made up to 36 months in advance of the reserved date by payment of the deposit required at the time the reservation is made. However, the total rental fee will be that in effect on the reserved date, if said date is more than 12 months from the date the deposit is paid.
 - d. MAC reserves the right to alter the rental rates and or terms of this agreement when, in its sole discretion, MAC determines that special circumstances exist and justify the same. This provision may only be applied prospectively and may not be used to retroactively raise rates agreed to and set by contract.
 - e. MAC shall be allowed to photograph any decorations or arrangements Renter might use in staging their event and use such photographs/reproductions in promoting the Community Center.
8. This facility serves as a public emergency shelter. If an emergency situation mandates use of the facility as a shelter, this shall take precedence over any scheduled event. MAC will work with any RENTER whose event is displaced by such an occurrence to refund monies paid or offer an alternative date for facility use at a reduced rent. MAC shall have no obligation for damages or other compensation.
9. This contract constitutes the entire agreement of the parties. This Contract will not be amended, modified or changed except in writing with written approval of the parties.

Event Date	MAC Facilities Coordinator	Date of Approval
Renter Name (printed)	Renter Phone Number	Renter E-mail Address
Renter Name (signature)	Renter Address	
Alternate Renter Phone Number	Alternate Contact Person	Alternate Contact Phone Number

Marion Community Center Fee Summary

Renter: _____

Date Reserved: _____

Time Reserved: _____ am/pm to _____ am/pm

Rental Options	Check If Applicable	Amount
Reservation Deposit – <u>Non Refundable</u>		
Ballroom/Meeting Room (basement)	<u>X</u>	\$100.00/\$50.00
Ballroom =	___	\$200.00
Ballroom and Meeting Room (basement) =	___	\$225.00
Ballroom, Meeting Room (basement) and Kitchen =	___	\$250.00
Meeting Room (basement)	___	\$50.00 <small>(included in deposit)</small>
Meeting Room (basement) and Kitchen =	___	\$25.00
Meeting Room (basement) Round Table Rental =	___	\$25.00
Reservation of Facility for “day before access” =	___	\$100.00/\$25.00
Reservation for Facility for “day after access” =	___	\$100.00/\$25.00
Projector =	___	\$50.00
Security/Damage Deposit - * <u>Refundable</u> =	<u>X</u>	\$150.00/\$50.00
Table cloths (color, size, number) _____	X ___	\$5.00
Chair Covers	X ___	\$3.00
Room Set Up—Ballroom/Meeting Room=	___	\$50.00/\$25.00
Room Clean Up**--Ballroom/Meeting Room =	___	\$75.00/\$25.00
Other _____	___	_____
<u>Total Contract Amount</u> (total of items checked above)		_____

Please remit your check, made payable to **Marion Advancement Campaign, Inc.**, in the **minimum amount \$100**, non-refundable reservation deposit for the ballroom **OR \$50**, non-refundable reservation deposit for the basement. Amount of check enclosed is: \$_____, and the signed agreement, to Marion Advancement Campaign, Inc., Attn: Todd, P.O. Box 256, Marion, Kansas, 66861. Balance of \$_____ is due _____, seven (7) days prior to event. If not timely paid, a 5% late charge will be assessed. If not paid by event date, access will be denied.

* Security/Damage Deposit will be refunded to Renter upon verification that all keys are returned, facility is left in clean, undamaged condition and the Post Event Inventory and Settlement Sheet is completed.

**Clean up includes: storage of tables and chairs; vacuuming and sweeping; and, bathroom cleaning.

Signatures:

Renter: _____

Date: _____

MAC Representative: _____

Date: _____

Marion Advancement Campaign, Inc.

P.O. Box 256

Marion, Kansas 66861

Marion Community Center

Decoration Variance Permit

Event Date

Renter

The undersigned representation of Marion Advancement Campaign agrees that clause 6.c. of the Community Center Rental Agreement may be amended or waived as follows:

Renter acknowledges that this variance does not alter or modify any other provision of the Rental Agreement. Renter remains liable for any damages done outside of the incidental wear and tear occasioned by the actions permitted as set out above.

Renter

Date

MAC Facilities Coordinator Date

Marion Community Center

Post Event Inventory and Settlement Sheet

Event Date

Renter

Total funds received from renter (including refundable Security Deposit) _____

Security Deposit \$ _____

Deductions from Security Deposit are as follows:

Total due for damages/cleaning/other _____

Amount to be refunded to Renter _____

Notes regarding event:

MAC Facilities Coordinator

Date