

City of Belle Fourche - Community Hall

Rental Agreement and Cleaning/Damage Deposit Guidelines

- The Renter shall pay a \$200 daily rental fee, and a \$400 per event deposit. **Both must be paid, and rental agreement signed, when the event is booked.** CANCELLATIONS If the renter cancels at least 90 days prior to rental date, 100% of the paid rental fee and deposit will be refunded. If the renter cancels 31 to 89 days prior to the rental date, 50% of the paid rental fee and deposit will be refunded. If the renter cancels 29 to 15 days prior to the rental date, 25% of the paid rental fee and deposit will be refunded. If the renter cancels within 14 days of the rental date, no refund will be issued.
- **The RENTER MUST CONTACT CITY HALL, 892-2494, TO OBTAIN PERMISSION TO SERVE ALCOHOL and TO COMPLETE THE APPLICATION PROCESS. NO ALCOHOL CAN BE SERVED WITHOUT CITY COUNCIL APPROVAL. THIS MUST BE DONE WHEN THE RESERVATION IS MADE IN ORDER TO ALLOW AMPLE TIME TO GET YOUR REQUEST ON THE CITY COUNCIL MEETING AGENDA.** (Please allow 4 to 6 weeks as this request must first be approved by the Legal and Finance Committee prior to being placed on the City Council agenda.)
- The Renter shall not permit consumption, mixing, or sale of alcoholic beverages in the facility unless there has been prior approval for the appropriate permit/license by the Belle Fourche City Council for the consumption or blending of alcoholic beverages. The Renter must be 21 years of age and provide proper identification at the time of request. The Renter shall provide a certificate of liability insurance listing the City of Belle Fourche as additional insured. The certificate must include the name, policy number and expiration date of the Renter's liability insurance policy. In the case of a private individual, the name, policy number and expiration date of the Renter's homeowner's insurance policy or liability policy must be provided. _____ (*initial here*)
- The Renter must complete and sign a Hold Harmless Agreement at the time of making a reservation.
- The Renter will receive 100% of the key/cleaning/damage deposit provided that the following conditions are met to the satisfaction of the City. The Renter shall notify the City *in writing* of any damages, deficiencies, or similar facts observed prior to the event/rental so the renter is not held responsible for damages that existed prior to the rental term.
- If deposit is forfeited due to any damage of the structure or its contents and the cost of the repair exceeds the total amount of deposit, renter will be billed for any excess cost.
- The Renter must ensure that all participants have left the facility by the end of the established rental period.
- The Renter will be issued ONE key.
- The Renter will not be allowed into the facility sooner than 7:00 pm prior to the rental, taking into consideration there are no other rentals scheduled.
- Rental period, unless otherwise arranged will begin at **8:00 am and end the following morning at 6:00 am.**
- **The entire facility must be cleaned, and any decorations, supplies, and equipment must be removed from the premises before the end of the established rental period** unless the City gives prior approval, noted on this agreement in writing. This includes equipment and supplies provided by service vendors or caterers (i.e. pop dispensers, roasters, dishes, sound system, etc.). **The end of the established rental period is NOT the same as the deadline to return the key.** You are not to return to the facility after the established rental period is over to do any cleaning or "check on things" as you will interfere with the next event scheduled. The extended deadline for key return is for your convenience so that it can be returned when the City Services is open for business, and special arrangements do not have to be made.
- The Renter must not tape, nail, staple, tack or otherwise affix decorative materials to ceilings, walls, or floors. Approved decorating material with which to affix decorations includes 3M brand removable adhesive products. When in doubt, check with city staff as to appropriate decorating methods. You are responsible to make certain all persons involved with your rental follow the rules. Damages resulting from improper or unauthorized methods will be deducted from your deposit.
- The Renter will clean up spills and dry mop the floors prior to leaving the facility. The City will provide a wet mop, mop bucket, broom, dust pan, dry mop, and rags.
- Place all refuse in the dumpster near the facility. Do not place chemicals or furniture items in the dumpster. The Renter must dispose of these items. If the dumpster is full, place refuse in plastic garbage bags by front doors or the exterior kitchen door. A plastic garbage liner will be provided by the City for each garbage can in the facility prior to occupancy.
- The Renter must clean the table surfaces and chairs. Tables and chairs will be inspected and stored away by the City. The Renter is financially responsible for damages to these items.
- Tables or other heavy items must not be dragged across the floor. If damage to the floor occurs, the Renter will be responsible for all repairs or replacement costs associated with restoring the floor.
- All exterior doors and windows must be secured and all interior and exterior lights must be turned off prior to leaving the facility. The Renter will be held financially responsible for any theft or acts of vandalism inside the facility beyond the rental period if the doors and windows are not secured.

- The facility key must be returned to the City Services Office by 12:00 noon of the first day following the rental. The key issued is the responsibility of the Renter and may not be duplicated. Failure to return a key will result in the forfeiture of your deposit
- The renter shall abide by all local ordinances as well as state and federal law.
- Tobacco products are STRICTLY PROHIBITED within city facilities. Failure to follow this policy will result in the loss of your deposit.
- In renting or making available the use of this facility, the City of Belle Fourche assumes no responsibility for loss or damage to any property or personal effects of the Renter, their members, employees, agents, participants, guests, invitees or attendees. This includes motor vehicles and contents.
- Use of the facility for other than the specified reason disclosed to City Services staff at the time of reservation will result in the forfeiture of your deposit, and you will be responsible for any additional cost incurred by the City as a result of the unauthorized event.
- Renter shall immediately clean up spills consisting of, but not limited to, food, food ingredients, animal fats, greases, oils, solvents, petroleum products, disinfectants, cleaning agents, dyes, pesticides, and liquids using only equipment, tools, supplies, and cleaning agents provided, or prior-approved, by the City.
- Renter shall not expose any surfaces of the facility, including the flooring, walls, and ceiling, to temperatures in excess of 85 degrees Fahrenheit.
- Renter shall not expose the floor of the facility to sharp spikes, cleats, sharp wheels, or other objects of similar nature that could damage the flooring.
- **Renter shall ensure that objects are not dragged or pushed across the floor so that the flooring is not damaged due to lateral shear stresses or scratching.**
- Renter shall ensure that objects are not dropped onto the flooring that may cause damage to the flooring.
- Renter shall not subject the flooring to heavy stationary or rolling loads unless prior approval has been obtained from the City.
- Renter shall not move any of the facility's major appliances or fixtures.
- This agreement, when executed by both parties, becomes a legally enforceable contract and the Renter agrees to comply with all the terms and conditions set forth herein, and to all City rules and ordinances. The undersigned warrants that if the Renter is not an individual, he/she has the authority to bind the Renter.
- The key/cleaning/damage deposit will be refunded if all the rules set forth in this agreement are fully satisfied in a timely manner. City shall have the right to withhold all or a portion of the renter's deposit for any violation of this agreement.

I have received, read, understand and agreed to the above document and do hereby agree to adhere to all rules and regulations included herein.

PRINTED NAME OF RENTER _____ Phone Number _____

SIGNED _____ DATE _____

Date of Event _____ Time of Event _____

Type of Event _____ Estimated Number of Guests _____

Responsible Party (Renter) _____

Address _____

For Office Use Only

Deposit received date _____ amount _____ Ref# _____

Payment received date _____ amount _____ Ref# _____

RENTAL PERIOD START TIME _____ RENTAL PERIOD END TIME _____

SPECIAL ARRANGEMENTS/AUTHORIZATION DETAILS (IF APPLICABLE) _____

STAFF AUTHORIZATION SIGNATURE _____

Deposit Return Voucher Date _____ Approved by Council _____



City Services
511 6th Avenue - Belle Fourche, SD 57717
605-892-2674

Hold Harmless Agreement

I, _____, hereby agree to indemnify and hold harmless the City of Belle Fourche and its officer, agents, employees, and volunteers from any and all losses, expenses, damages, demands, or claims in connection with or arising from any injury, alleged injury, or death to any persons or damage or alleged damage to personal or real property sustained or alleged to have been sustained in any manner in connection with, having arisen out of, or resulting from the rental or use of the following City-owned property:

_____ Belle Fourche Community Hall

_____ Dick Bowman Memorial Hall

Further, I/We agree to defend any suit or action brought against the City, its officers, agents, employees, or volunteers based upon such alleged injury or damage and to pay any and all damages, costs and expenses, including attorney's fees, in connection therewith or resulting therefrom.

Dated this _____ day of _____, 20_____.

Person(s)/Business/Organization (please print)

Signature of Representative