

ELK CITY CIVIC CENTER

Facility Rental Agreement

Elk City Civic Center Rental and Policy Procedures

Please provide your initials to the left of each section below to acknowledge that you have read, understand and agree that you will adhere to and comply with the following:

_____ **TERMS AND CONDITIONS:** The undersigned hereby makes application for use of Elk City Civic Center facilities and certifies that the information in the agreement is correct. The undersigned agrees to exercise the utmost care in the use of the facilities and the surrounding property, and to hold the City, its employees and staff, harmless from all damages, liabilities, injuries or losses to persons or property resulting from use of the facilities. The undersigned is responsible for conveying all information, policies, and procedures to all parties involved in event.

_____ **DEPOSIT:** Payment of One Hundred Fifty Dollars (\$150) for security deposit must be paid in advance for confirmation of calendar booking. Security deposit will be refunded if facilities are cleaned and undamaged according to agreement of responsibility. The event holder may lose deposit if there is excessive spills and messes left in facility. A staff member will perform a walkthrough with the event holder prior to the day of the event noting existing conditions of concern on the premises. A staff member will perform a walkthrough after the event to ensure that no damage has occurred beyond what may be noted on the initial walk through. Should there be any findings, the event holder will be notified promptly.

_____ **FEES:** Fees are set forth in the fee schedule. Refer to current fee schedule for fees. The same fees apply to profit and non-profit agencies/organizations.

_____ **SET-UP AND DECORATIONS:** The Elk City Civic Center provides tables and chairs, which will be set up by the time rental begins. A layout plan for tables and chairs must be done no later than 30 days prior to the event. We do not provide linens. Table coverings are required when serving food or beverages. Decorating and delivery of rental equipment may not begin prior to reservation time. Our staff is not responsible for the set-up, removal or security of rental equipment. Decorations may not be hung from sprinkler heads (fire code regulation). Decorating with glitter is not permitted. Tape should not be placed on tables, chairs, walls, etc. Decoration plans shall be submitted and approved by a staff member prior to event date.

_____ **FURNITURE AND EQUIPMENT:** Users of Elk City Civic Center will be responsible for replacement of any item(s) broken, damaged or missing with one of identical or of equal value or by reimbursing the Elk City Civic Center for estimated value of the item(s). A charge will be made for any damage above the \$150.00 security deposit to furniture or equipment, or structure which might occur as a result of use.

_____ **RESPONSIBILITIES:** Upon leaving, dispose of all decorations & trash that have fallen on floor; wipe up spills from any surface; carry all trash out and place in dumpster. No food, drink, or decorations should be left in the facility. Outside doors are to be locked. Items to assist with clean up, such as brooms and dustpans, may be obtained from the janitor closet. Failure to adhere to these rules and responsibilities will result in the loss of deposit and may result in the loss of ability to rent these facilities in the future.

_____ **SECURITY OFFICERS:** A security officer is required for all functions serving beer, wine or liquor regardless of number of guests. City of Elk City will provide necessary security officers at the event holder's expense at a fee of \$25 per hour per officer. When officers are required, event holder must retain them from the beginning of the event time until the end of the event holder's rental time. When a security officer is scheduled, rental times may not be altered less than 24 hours prior to the event.

_____ **ACCESS:** One set of keys will be issued to the event holder. Keys can be deposited into indoor drop box after cleanup has been completed or returned to Convention and Visitors Bureau on the next regular business day after the event. The event holder is responsible for the use and return of the keys. If the rental key is not returned, the cost of the locksmith services and the cost of rekeying the facility will be deducted from the security deposit.

_____ **INFLATABLES AND MECHANICAL RIDES:** The use of inflatables and mechanical rides must be pre-approved by the Elk City Civic Center staff at least 2 weeks prior to the date of the event.

_____ **KITCHEN USE:** The kitchen in the Civic Center includes a range, ovens, grill, ice machine, tea & coffee machines and refrigerator/freezer is available for your use. The Civic Center does not provide cookware, dishes, or utensils.

_____ **Fryer/Grease/Oil:** No use of fryers, grease, and oil allowed in the building or around entrances to the building.

_____ **THE CITY STRICTLY PROHIBITS THE FOLLOWING:** The use of candles and/or any type of open flame; spraying silly string; throwing of rice, confetti or other materials in the building or on the grounds; "parking lot parties"; animals of any kind in Civic Center with exception of dog show and for physical assistance; smoking in a City building, nudity; and drugs.

_____ **HOLD HARMLESS:** Civic Center users, and guests shall hold the City of Elk City free and harmless from any claim, demand or right of action arising by reason of occupancy of the premises including, but not limited to, any claim or demand arising from an incident, accident or occurrence within the premises which is under the control and possession of the lease agreement.

_____ **USE:** Users agree to comply with all federal, state, local and/or municipal laws, rules or regulations which affect, control or regulate the leased premises and the activities carried out therein.

Applicant Signature

Date