

## HALLAR BUILDING ROOM RENTAL AGREEMENT

This is an agreement between the User and the City of Holden. If more than one User is named, each of them shall be jointly and severally responsible under this agreement. In consideration of their mutual promises contained herein, the parties agree as follows:

1. **Permission to Use.** The owner hereby gives their permission to use the Hallar Community Building (Hallar Hall) during the above time period for the above type of event. The event may take place only in the Hallar Community Building (Hallar Hall). Only owner's personnel are allowed access to closed portions of the building.
2. **Payment of Fee:** The User agrees to pay a \$50.00 Deposit along with the user fee stated above, which will be at least the minimum rental fee of \$ 25.00 and limited by the maximum fee of 125.00. Payment and deposit are due when reserving the room. The room(s) will not be reserved until the deposit and the rental fees are paid at City Hall.
3. **Purpose and Restrictions:** User may not use the Hallar Community Building (Hallar Hall) for any purpose other than the event as described above. User shall not use the Hallar Community Building (Hallar Hall) for any unlawful purpose or for any purpose inconsistent with the purpose of the Owner. User shall not use the Hallar Community Building (Hallar Hall) in any way which would constitute a nuisance, shall not damage or waste the Hallar Community Building (Hallar Hall) in any way, and shall not obligate the Owner in any way. Smoking is prohibited anywhere on the premises. Any and all damages caused by User or User's agents or invites shall be the responsibility of User.
  - a. User shall. return all chairs to the chair carriers.
  - b. User shall fold & move all tables to the North and South Walls after use.
  - c. User shall put small room back in the order in which it was found with 3 tables (standing), 30 chairs left up.
  - d. All trash shall be collected and placed in the dumpster at the rear of the building (South Door in Large Room). Replace the trash bags in all trash cans.
  - e. Any part of the kitchen or its equipment utilized shall be thoroughly cleaned and sanitized.
  - f. Mops, brooms, dust mops, are available in the hall closet next to the rest rooms. Please mop all spills and sweep up any trash or food on the floors. Additional cleaning supplies are available in the kitchen cabinets. Please rinse the dirty rags the place them in the hamper next to the sink.

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- g. After the event the City will inspect the room(s) that were rented and if the inspection is passable the \$ 50.00 deposit will be refunded to the User following the next city council meeting.
  - h. When a reservation is made with the city on an available room at the Hallar Community Building (Hallar Hall) and the User cancels the event the \$50 deposit will be nonrefundable unless event is cancelled 30 days prior to the date of the event. The rental fee will be refundable.
  - i. User shall not use any kind of tape to adhere any décor or hang anything from the ceiling in the small room or the hallway. All tape and other items used to adhere décor must be removed from the walls for the City to refund the deposit.
4. Beverages. The owner does not serve or furnish food or beverages of any kind. The User takes full responsibility for complying with all applicable alcoholic beverage laws. No one shall sell alcoholic beverages of any kind on the owner's premises. The user may serve alcoholic beverages to persons of lawful drinking age to the extent allowed by law once the User has applied for and been granted a license approved by the Holden City Council.
5. Release. User and all of User's guests, invitees, employees, and agents shall assume all risks of use. User shall indemnify, defend, and hold harmless the Owner from any claims, demands, expense, attorney fees and liability arising out of User's use. In addition, User, for itself and for all of its employees, agents, guests, and invitees, and for all persons who may come upon the Hallar Community Building (Hallar Hall) or adjoining areas and grounds during user's use of the Hallar Community Building (Hallar Hall), hereby agrees that the Owner shall not be liable in any way for any matter, cause, thing, action, or omission with respect to the Hallar Community Building (Hallar Hall) or the adjoining areas and grounds or with respect to User's use of the Hallar Community Building (Hallar Hall), and owner is hereby released and discharged of any and all liability or any kind with respect thereto. Owner and User are not partners, joint ventures, principals, agents or otherwise related in anyway.
6. Miscellaneous. This document contains all statements and agreements made regarding the use of the Hallar Community Building (Hallar Hall) by the User. This agreement may not be amended or modified except by a written agreement signed by both User and Owner.