

City of Crooks Crooks Community Center Rental Agreement

Rental Information

Date Requested: _____ Type of Event: _____

Rental time: _____ am/pm - _____ am/pm

Event size		Damage Deposit	Rental Fee	Bar Fee If Alcohol Served *
Event Size	Attendees	Crooks Resident/Non-Resident	Resident/Non-Resident	Resident/Non-Resident
Large <input type="checkbox"/>	101-250	\$550 / \$1650	\$450 / \$1350	\$100 / \$300 <input type="checkbox"/>
Regular <input type="checkbox"/>	0-100	\$550 / \$1650	\$300 / \$900	\$100 / \$300 <input type="checkbox"/>

*Event Insurance is required for any event with alcohol on the premises.

Applicant Information

Name: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: _____

Email: _____

I agree to the charges of the event and agree to abide by the facility use policy, key issuance policy and any other applicable policies/charges in connection with my rental of the Crooks Community Center.

Signature of Applicant _____ Date: _____

Printed Name _____

FOR OFFICE USE ONLY:

Deposit & Rental Fee Paid Date _____	Bar Fee Paid Date _____
Deposit amount _____	Bar Fee amount _____
Rental Fee amount _____	Check #/CC/Cash _____
Date rental agreement received _____	Staff Initials _____

Form of ID: _____ Copy attached Y / N _____ Staff Initials: _____

Deposit Returned Y / N _____ Date: _____ Check # _____

Comments: _____ Staff Initials: _____

Special event license needed Y / N _____ Council hearing needed Y/N _____ Staff Initials: _____

Applicant: _____ Special event license approval date: _____

CITY OF CROOKS
CROOKS COMMUNITY CENTER
FACILITY USE POLICY AND ACKNOWLEDGMENT

1. Use of the Center is subject to the full and complete compliance with the following conditions:
 - a. The Center will be cleared and cleaned by Renter following the event. (SEE CLEANING LIST) It is the responsibility of the renter to set up for event and clean up the center after event. Renter will be responsible for cleaning chairs and tables and restoring them in a clean and acceptable condition following the event. Renter is also responsible for racking tables and chairs after event.
 - b. Renter shall be responsible for leaving the Center in the same condition as immediately before the Renter's use of the Center.
 - c. Renter shall have the use of the tables and chairs and other facilities within the Center, and shall be responsible for clean-up of said facilities and equipment, and any damage caused to such equipment and facilities.
 - d. Renter will not permit roller-skating or the use of any mechanical devices, on the floor of the Center.
 - e. Renter shall not use nails, staples, tacks, or similar devices to attach items or decorations to any part of the Center, including the ceiling, nor shall Renter use any tape or adhesive. Cork Bulletin Bars have been installed on the walls for the purpose of decorating with banners, balloons, or signage.
 - f. Glitter, confetti and other difficult to clean decorations are strictly prohibited.
 - g. Renter shall not skid heavy or sharp objects across the Center floor. Any scratch marks or scuff marks made on the floor will result in the forfeiture of the deposit in the amount of damage caused.
 - h. Renter shall pay a \$200.00 per hour charge, or the contracted cost if it exceeds \$200.00 an hour, for all cleaning and damage repair that needs to be done. This amount will be deducted from the deposit. If amount exceeds the deposit, renter will be required to reimburse City for incurred cost.
 - i. All minor age groups must have adult supervision on the premises at all times, provided by the Renter.
 - j. Exits/entrances to the Center cannot be blocked or propped open at any time.
 - k. All doors for the Center and shed must be locked at the end of the event.
 - l. Security cameras may not be blocked nor covered at any time.
 - m. No tables, chairs, or kitchen furnishings may be removed from the premises, except for moving the chair and table racks into the shed on the south side of the Center. Racks must be returned to the Center upon conclusion of event.
 - n. Replacement cost for all missing items will be subtracted from the deposit. If

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amount exceeds the deposit, renter will be required to reimburse City for incurred cost.

- o. The City reserves the right to refuse permission for the use of the Center to any person or group.
 - p. Only service animals are permitted inside the Center; no pets allowed.
 - q. No alcoholic beverages may be consumed in the parking lot, or sidewalk areas of the Center. If City discovers evidence of consumption of alcohol outside, the deposit will not be refunded even in instances where the bar fee and private insurance was provided.
 - r. City property, including the Center, is smoke-free. No smoking is allowed inside the Center nor outside on City property. If City discovers evidence of smoking inside the Center, the deposit will not be refunded, and renter will be required to reimburse the City for incurred cost of professional cleaning. If City discovers evidence of smoking outside on City property, renter will be charged \$200.00 an hour to clean cigarette butts and associated litter, minimum of one hour.
 - s. No glass bottles are allowed on the premises.
2. In the event the Renter violates any of the conditions of this Rental Agreement, Renter forfeits the deposit (either entirely, or on a prorated basis); in addition, Renter shall be responsible to the City for the payment of any costs, expenses, or damages above the amount of the deposit.
 3. Renter shall defend, hold harmless, and indemnify the City against any and all claims, liabilities, damages, or judgments asserted against, imposed upon or incurred by the City, which may arise out of rental of the Center by the Renter, or by the negligence and/or failure to discharge responsibilities by any agent, employee, representative, guest or invitee of the Renter in the rental or use of the Center.
 4. Renter shall pay to the City the deposit and rental fees, and all rental paperwork must be filled out and returned for a date to be booked. Dates are reserved on a first come first served basis based on when payment and paperwork has been received.
 5. Requests for cancellation of the use of the Center will entitle the Renter to a full return of the fees remitted, provided the cancellation is made in writing sixty (60) days prior to the date of the use. Any cancellation less than sixty (60) days but more than 14 days prior to the date of use will entitle the Renter to a return of the deposit, and 50% of the rent and bar fee. Any cancellation less than fourteen (14) days in advance shall result in the return of the deposit but forfeiture of the rental and bar fee sums. The date of the request is to be determined by the date received

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by the City. Postmarks shall not be considered.

6. Contingent upon inspection of the premises following the event, the City will issue a deposit refund check via mail after the next regular City Council meeting.
7. The deposit and rental fees are for the use of the Center for 24 (twenty-four) hours from 2 am on the day of the rental to 2 am on the day following the rental. To use the Center beyond this timeframe for any reason, deposit and rental fee(s) must be paid for the additional day(s), and is subject to the availability of the Center.
8. Any payment returned by the bank for any reason will be regarded as non-payment and will forfeit the Renter's reservation.
9. All events shall end by 1:00 AM and the building vacated by 2:00 AM. Any cleaning not completed at that time will result in charges being deducted from the Renter's deposit. If amount exceeds the deposit, renter will be required to reimburse City for incurred cost. A city employee will check the center the following business day.
10. Renter is not allowed to sell alcoholic beverages to their guests without a proper liquor license from the City of Crooks, payment of the bar fee, and providing proof of event insurance. Renter is not allowed to provide alcoholic beverages free of charge to guests without payment of the bar fee and providing proof of event insurance. Guests are not allowed to bring alcoholic beverages onto the premises of the Center. Proof of event insurance, obtained by the renter from any insurance company of renter's choosing, must be provided to the City at least one week prior to the event. Failure to adhere to this provision will lead to automatic forfeiture of the entire deposit and renter will be banned from renting the Center in the future.
11. A key to the Center will be in a lockbox on the post in front of the east Center door. The code to open the lockbox is the last four digits of the phone number on the rental paperwork. Once event has ended, ensure all doors are locked then place the keys in the dropbox next to the municipal office door. Do not put back in the lockbox.
12. Contact the City of Crooks municipal office at 605-543-5238 with any questions during regular business hours.

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**CROOKS COMMUNITY CENTER
HOLD HARMLESS AGREEMENT**

_____ (name), _____ (address),
by and through the undersigned official (hereinafter referred to as PROMISOR) and the City of Crooks, a South Dakota municipality, 701 S. West Avenue, P.O. Box 785, Crooks, South Dakota 57020 (hereinafter referred to as Crooks), individually and collectively, and in consideration of the mutual undertaking set forth herein, each for itself and for its heirs, personal representatives, executors, administrators, agents, successors and assignees, agree to make these covenants relative to PROMISOR's use of Crooks' property.

PROMISOR agrees to indemnify and hold Crooks harmless from and against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to or recovered from Crooks by reason or on account of damage to the property of Crooks or the property of, injury to or death of any person, arising from PROMISOR's use and occupancy of and operations upon property of Crooks for _____ (activity) on _____ (date), including acts of its agents, contractors and subcontractors, except when caused by Crooks' sole negligence or by the joint negligence of Crooks and any person other than PROMISOR, its agents, contractors and subcontractors; provided that Crooks shall give PROMISOR prompt and timely notice of any claim made or suit instituted which, in any way, affects PROMISOR or its insurer, and PROMISOR or its insurer shall have the right to compromise and defend the same to the extent of their own interests. Any final judgment rendered against Crooks for any cause for which PROMISOR is liable hereunder shall be conclusive against PROMISOR as to liability and amount.

If alcohol is to be present at event, PROMISOR shall, at PROMISOR's own expense, procure and maintain occurrence based commercial general liability insurance from an insurance company licensed to do business in the State of South Dakota and be acceptable to Crooks. Said insurance policy shall protect against claims for bodily injury, death and property damage occurring on or about Crooks' property with a limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) for each occurrence. The insurance policy shall contain a loss payable clause in favor of Crooks. PROMISOR is required to provide Crooks with proof of such insurance at least one week prior to the event.

We have each read this release and understand it fully and consent to its terms. We each fully understand that this release is final and binding.

Dated this _____ day of _____, 20_____.

CITY OF CROOKS

PROMISOR – _____ (name)

By _____
Mayor

By _____
Its _____

Attest:

City Finance Officer

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CROOKS COMMUNITY CENTER KEY ISSUANCE AGREEMENT

In return for the loan of this key(s), I/we agree:

- To not give or loan the key to any individual.
- To safeguard and store the key securely.
- To not make any attempts to copy, alter, duplicate, or reproduce the key.
- To use the key for authorized purpose only (the scheduled event(s)).
- To not move, remove, disturb or destroy any city property stored in the Community Center or storage shed. Renter shall be liable for all costs associated with missing or damaged city property.
- To ensure all doors are closed and locked at the end of the event, including the storage shed on the south side of the Community Center. Doors will not be propped open before, during or after event.
- If the key is lost, to reimburse the City of Crooks for any cost associated with changing all locks on the premises.
- To immediately return the key after the scheduled event by placing in the drop box by the Municipal Office front door.

To obtain the key(s) after regular business hours, I/we agree:

- To use the last four digits of the phone number provided on the rental agreement to open one of the lock boxes on the post outside of the east Community Center door.
- To not change the code on the drop box. If code is changed renter shall be charged all costs associated with removing/replacing the lock box.
- To place the key in the drop box outside the Municipal Office front door at the end of the event. Do not put back in the lock box on the post.

Sign your name and event date below to signify acceptance of all terms listed above. Failure to follow these terms may result in the loss of the damage deposit or additional costs assessed as described above.

RENTER SIGNATURE: _____

RENTER NAME: _____ EVENT DATE: _____

For Office Use Only:

STAFF INITIALS: _____

Key #: _____

Crooks Community Center Cleaning list

Note: This is not an all-inclusive list. The Center must be returned to the same condition as prior to your rental.

KITCHEN

1. Wipe down and clean all countertops, range, fridge, microwave and ovens (if necessary).
2. Empty trash cans into dumpster; put new bags in trash cans.
3. Wash all cooking utensils, plates, silverware, and other items used during rental.
4. Place used dish rags in the designated containers. If no designated container is present, please leave next to sanitizing sink.
5. Sweep floor and mop any spills.

BATHROOM

1. Empty trash receptacles and women's sanitary disposal receptacles into trash bags and put trash bags in dumpster; put new bags in trash cans and women's sanitary disposal receptacles.
2. Sweep floor and mop any spills.
3. Wipe down and clean all toilet seats and toilet bowls inside and out.
4. Flush stools and urinals.
5. Replace empty toilet paper rolls with new rolls.

MAIN ROOM

1. Wipe off and clean tables and chairs (top and bottom).
2. Chair and table racks must be returned to the Center.
3. Place all chairs and tables on designated racks (Ensure max ten (10) tables per table rack).
4. Empty trash cans into dumpster and put new bags in trash cans.
5. Sweep floor and mop any spills.
6. Return the thermostat to 74 degrees during summer months and 65 degrees during winter months.

OUTDOOR LITTER

1. Pick up any trash/litter/debris left by you or your guests outside the building or in the parking lot. Make sure to check grass, ravines and slopes around center.

DOORS

1. Ensure all doors are closed and locked at the end of the event.
2. Do not prop doors open during the event.
3. Place keys in the drop box outside the city office door, not the lock box in front of Community Center door.

Cleaning supplies are located on the countertop in the kitchen.

Failure to return the premises to the same condition as prior to your event will result in the loss of partial or entire deposit. The use of confetti or glitter is strictly prohibited on the premises. Use of glitter or confetti will result in the loss of the entire deposit. Failure to lock all doors or return key at the end of the event will result in the loss of the entire deposit.

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