



### City of Springfield Facilities License Rental Agreement

OFFICE USE ONLY	
Rental Fee [ ]	
Security Deposit [ ]	Rtn [ ]
Insurance [ ]	
Key # _____	Rtn [ ]
Cleaning [ ]	

This License Rental Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Springfield, Nebraska, a Municipal Corporation, hereinafter referred to as the "City", and (print Renter name and address) \_\_\_\_\_, hereinafter referred to as the "Renter".

1. **LOCATION.** The City agrees to rent the facility located at: (please check location of event)

- 170 N. 3<sup>rd</sup> Street (City Hall Meeting Room) \_\_\_\_\_
- 665 Main Street (Library Meeting Room) \_\_\_\_\_
- 104 Main Street (Community Building) \_\_\_\_\_
  - a. Basement Only \_\_\_\_\_
  - b. Main Floor Only \_\_\_\_\_
  - c. Entire Building \_\_\_\_\_

to the Renter for the following purpose: \_\_\_\_\_.

The facility is being used for \_\_\_\_\_ non-commercial use \_\_\_\_\_ commercial use.

2. **TERM.** The Renter shall take possession of the facility at \_\_\_\_\_ on \_\_\_\_\_ and shall terminate possession at \_\_\_\_\_ on \_\_\_\_\_.

3. **SECURITY DEPOSIT.** The Renter shall pay the City **\$150.00** as security for the Renter's faithful performance of all requirements and obligations listed in this agreement. **This deposit is in addition to rent paid for the facility and may not be applied toward rent. The security deposit shall be made by check or cash four (4) weeks in advance of the rental date.** Make check payable to the City of Springfield. The City shall retain the security deposit until an inspection of the facilities is completed after the rental time period and the City is satisfied that terms of the agreement have been met.

4. **RENTAL PAYMENT.** The rental fee for the use of the facility shall be \$\_\_\_\_\_. Payment may be made by cash or check. Make check payable to the City of Springfield. **Payment must be submitted with this Agreement in order to reserve your rental date.**

5. **RESERVATION.** The facility shall be rented on a "first-come, first serve" basis. Execution of this Agreement and payment of the rental fee reserves the use of the facility for the Renter. The security deposit and proof of insurance must be received four (4) weeks prior to the date reserved, or the rental fee may be forfeited and the reservation cancelled.

6. CANCELLATIONS. Cancellations by Renter within the four (4) week period prior to the rental date will mean forfeiture of the rental fee. The rental fee will be returned if cancellation is before the four (4) week period. If the office of the Governor of the State of Nebraska issues any Executive Order that would prohibit the activity for which the Renter has rented the City facility, Renter's event shall be cancelled and the rental fee shall be returned to Renter. City shall have no liability to Renter for any loss sustained by Renter because of cancellation due to the Governor's Executive Order.

7. MAINTENANCE & CLEANING. The Renter shall maintain the rented facility in a safe and clean condition. Trash must be put in the dumpster after rental. Floors must be swept/vacuumed and spills mopped clean. Restrooms must be cleaned and restocked. Please refer to the Building Rental Checklist, a copy of which is attached hereto as Exhibit "A," for all cleaning requirements. The City does not clean or sanitize the facility between rentals.

8. SETUP & TEARDOWN. The Renter is responsible for setting up, taking down and putting away all tables and chairs and removing all decorations. Tables and chairs must be returned to their designated storage areas.

9. DAMAGE. Any damage caused by Renter or any of its guests or invitees, will constitute the forfeiture of the deposit up to the amount of damage incurred. If the damage is less than the total security deposit, Renter will be refunded the amount remaining. Costs of damage greater than the deposit will be assessed to the Renter.

10. ACTIVITY RESTRICTIONS. All activities must comply with applicable federal, state, and local laws and regulations, including all state and local directed health measures in place at the time of rental. It is the Renter's responsibility to know what directed health measures affect their event and to comply with them. No activities are allowed which may create an unsafe environment. All activities must remain within the facility.

11. CONSUMPTION AND/OR SALE OF ALCOHOL. Please refer to the Nebraska Liquor Control Commission's guidelines for Special Designated Liquor Licenses to determine whether or not your event requires a Special Designated Liquor License. If your event requires a license, you are required to follow all applicable rules and regulations of the Nebraska Liquor Control Act. When alcohol is present, it can only be consumed within the facility.

12. SECURITY. At events where alcohol is present and a Special Designated Liquor License is required, there shall be a minimum of one security person in attendance. Security personnel, whether paid or volunteer, shall have no duties other than (1) maintaining order and (2) enforcing all liquor laws and license conditions including prohibiting minors and intoxicated attendees from consuming or possessing alcohol. The security person shall be an off duty police officer or deputy county sheriff and dressed in distinctive clothing with visual markings identifying them as security personnel.

13. CITY'S RIGHT TO ACCESS. The City reserves the right to enter the facility at all times.

14. INDEMNIFICATION. The Renter agrees to indemnify the City and hold it harmless from and against any and all claims, damages, suits or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees without right of subrogation, which may arise out of the use of the City facility by the Renter or any of Renter's agents, guests or invitees, except those claims, demands, suits or causes of action arising due to the negligence of the City. Without limiting the

foregoing, the Renter acknowledges and agrees that the foregoing indemnification specifically includes any claims, damages or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees for any COVID-19, novel coronavirus, or related issues. The City is not responsible for lost, stolen or damaged items or items that are left overnight.

15. **INSURANCE.** Four (4) weeks prior to the date reserved, Renter shall provide the City with a certificate of insurance proving the Renter has in full force and effect a comprehensive public liability insurance policy covering the interests of the City and the Renter against liability for any injury arising out of the Renter's use and occupancy of the rented premises. Said insurance shall be in the amount of \$100,000.00 for a non-commercial rental (a copy of the renter's homeowner policy will usually suffice) or \$1,000,000.00 for commercial rental. All insurance licensed shall be written by insurance companies licensed in the State of Nebraska. All insurance provided under this paragraph shall name the City as an additional insured as evidenced by a certificate of insurance.

16. **SUBLETTING, TRANSFER OF ASSIGNMENT.** The Renter shall not be allowed to assign, sublet or otherwise transfer the facility. This agreement is not transferrable to another party or parties.

17. **KEYS.** Arrangements for the pickup and drop-off of the key to the building shall be made between the City and Renter.

IN WITNESS WHEREOF, the City of Springfield and the Renter have executed this Facilities License Rental Agreement on the date first above written.

City of Springfield

Renter

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*Sign and Print Name*

\_\_\_\_\_  
*Sign and Print Name*

Telephone: **402-253-2204**

Telephone: \_\_\_\_\_