

RENTAL AGREEMENT - MONTROSE COMMUNITY CENTER

Basic Fee per day or part of day - \$50.00

City of Montrose, hereinafter "City", and the undersigned, hereinafter "Renter", mutually covenant and agree as follows:

1. Renter shall have the use of the Montrose Community Center for _____ on _____, 20____
from _____ to _____ for the agreed upon amount of \$50.00.

2. Use of the center is subject to the full and complete compliance with the following conditions:

(A). The Center will be cleared and cleaned following the event. Renter shall have the building cleared and cleaned at a time specified by the City.

(B). Renter shall be responsible for leaving the center in the same conditions 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 all such equipment and facilities.

(D). Renter will not permit roller-skating or the use of any mechanical devices, other than cleaning equipment and all ADA approved vehicles, 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, nor shall Renter use any paper adhesive which leaves any marks.

(F). 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 repair charges being assessed to Renter.

(G). When leaving the building, Renter shall be responsible for closing and locking all doors and turning off all lights. Thermostat is to be set at 60 degrees during heating months and 80 degrees during cooling months.

(H). Renter shall pay a \$21.00 per hour charge or the contracted cost for all cleaning and damage repair that needs to be done following the event.

(I). All minor age groups must have adult supervision on the premises at all times, provided by the Renter.

(J). Exits cannot be blocked at any time.

(K). No tables, chairs or kitchen furnishings may be removed from the building.

(L). Replacement cost for all missing items will be billed to Renter.

(M). The City reserves the right to refuse permission for the use of the facility to any person or group.

(N). No animals will be allowed inside the building unless they are in use for ADA requirements.

(O). Renter shall pick up a key to the Community Center during regular City Office Walk-In Office hours prior to start of the event.

(continued on next page)

(P). Renter shall return the Community Center key after the event and doors have been locked by placing key in the drop box outside the City Office or returning to the Finance Officer during regular City Office Walk-In hours. If the key is not returned, Renter shall be pay the contracted cost of replacing the locks and keys for the Community Center.

3. In the event the Renter violates any of the conditions of this Rental agreement, Renter shall be responsible to the City for the payment of any costs, expenses or damages.

4. Renter shall defend, hold harmless and indemnify the City against any and all claims, liabilities, damages or judgements asserted against, imposed upon or incurred by the City, which may arise out of the rental of the Center by the Renter, or by the negligence and/or failure to discharge responsibilities by any agent, employee, representative, sues or invitee of the Renter in the rental or use of the Center.

5. Renter shall pay to the City the rental sum prior to the date of use. Cancellation of the request for the use of the center will entitle Renter to a return of the rental sum, provided the cancellation is made twenty-four (24) hours prior to the date of the use. Any cancellation less than twenty-four (24) hours in advance shall result in the forfeiture of the rental sum.

6. Renter shall not permit the sale of alcoholic beverage on the premises unless the proper license is obtained. If unauthorized sale of alcohol is discovered, criminal charges may be filed.

DATED AT MONTROSE, South Dakota, THIS _____ DAY
OF _____, 20_____.

BY: _____
CITY of MONTROSE

BY: _____
RENTER

MAILING ADDRESS

PHONE NUMBER

**MONTROSE COMMUNITY CENTER FACILITIES USE AGREEMENT
AND RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK,
CONSENT, AND INDEMNITY AGREEMENT – COVID-19 (“AGREEMENT”)**

In consideration of being allowed to use the Montrose Community Center, the undersigned, hereby acknowledges and agrees to the following:

1. In addition to, and not in substitution of, the Rental Agreement - Montrose Community Center, signed on _____, 20____, which is hereby incorporated into this document by this reference, Renter voluntarily enters into and executes this Agreement on behalf of _____, and Renter’s officers, agents, employees, volunteers, successors, and assigns.
2. Renter recognizes that COVID-19 is primarily spread from person-to-person and can even be spread by people who are not showing symptoms. Renter further recognizes that COVID-19 may be spread by coming into contact with surfaces or objects that have the virus on it. Renter recognizes and voluntarily accepts that the group activity that Renter is engaging in may bring participants into contact with persons or objects carrying the virus and that through such contact, the participants may become infected or infect others with COVID-19. Renter has been fully informed that engaging in this group activity could **INCREASE** the participant’s risk of contracting COVID-19 and the potential to pass the virus along to others.
3. Renter hereby forever releases, discharges and acquits the City of Montrose and its officers, agents, employees, volunteers, successors, and assigns (hereinafter “Released Parties”) from any and all claims, including, but not limited to, claims for illness, death, personal injury or damage to property of any nature which may arise from or in connection with any exposure or potential exposure to COVID-19 as a result of this group activity. Renter releases the Released Parties from responsibility for any such injury or damage, including death, that may result before, during or subsequent to the above-described activity. Renter agrees and covenants not to sue Released Parties for any such injury or damage, including death, which may be caused by exposure or potential exposure to COVID-19 as a result this group activity.
4. Renter agrees to bind itself, its officers, agents, employees, volunteers, successors, and assigns and will indemnify and hold harmless the Released Parties from any and all loss, including, but not limited to, damage or injury, pain, suffering, illness, or loss, including death, that may occur as a result of the group activity including any claims brought by third-parties who may have become exposed to COVID-19 as a result of this group activity.
5. Renter hereby assumes and accepts all risk and liability for any losses, damages, expenses, personal and bodily injuries (including death), which may be suffered or sustained by any person as a result of engaging in this group activity due to exposure or potential exposure to COVID-19. Renter understands that neither the Released Parties, nor its insurer, or its workers’ compensation policy, provides Renter, participants, or any other person, any medical or other coverage for injury or loss resulting from COVID-19.
6. Renter agrees that it is solely responsible to routinely clean and disinfect the facility and to implement appropriate hygiene, screening, and supervision procedures to protect Renter

and participants engaging in the group activity and others who may become infected with COVID-19 as a result of the group activity.

7. Renter further agrees that if a suit is brought against the Released Parties for any claim released, or any risk or liability assumed, by Renter, under this Agreement, that Renter will be responsible for attorney's fees and any costs incurred by the Released Party in defending such action.

8. Renter expressly agrees that s/he or it has carefully read this Agreement and understands its effects. This is a binding legal document, an enforceable contract and not a mere recital. It is the intent of the parties that if any part of this Agreement is held invalid, then the remainder of its provisions will remain enforceable to the fullest extent allowable by law.

9. Each of the persons signing below on behalf of any party hereby represents and warrants that s/he or it is signing with full and complete authority to bind the party on whose behalf of whom s/he or it is signing, to each and every term of this Agreement.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK, CONSENT, AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Dated at Montrose, South Dakota, this _____ day of _____ 20____.

Organization Name: _____

By (Printed Name): _____

Title: _____

Signature _____

Date: _____

City of Montrose

By (Printed Name): _____

Title: _____

Signature _____

Date: _____