



## **RENTAL TERMS, RULES, AND REGULATIONS**

The following terms, conditions, rules, and regulations should be read carefully, as they are an integral part of the agreement between the City of Blanchard and the party leasing the Senior Center and/or the Old City Hall (the "lessee").

1. A contract is required for all events. All contracts regarding room rental shall be fully negotiated at least thirty (30) days before the date of the scheduled event. An additional fee may be assessed, to accommodate lease, with less than thirty (30) day notice.
2. A Retainer and Security Deposit is required at the time reservation is made to hold the room for an event. The Retainer is a non-refundable fee. The Security Deposit is a refundable fee, depending on the specific room being rented, unless previously approved by the City Manager or his/her authorized representative. Lessee will be responsible for providing payment in full for the room prior to the date of the scheduled event or an additional fee may be assessed. Lessee shall also give a thirty (30) day notice if there is to be a cancellation. Failure to do so may result in the loss of Security Deposit and rental fee. If an event is cancelled due to inclement weather, the contract may be reassigned to a different available date, by the City Manager or his/her authorized representative.
3. All payments will be made in Cash, Personal Check, Cashier's Check or Money Order. All Personal Checks, Cashier's Checks or Money Orders shall be made payable to: The City of Blanchard.
4. If a personal check is returned for Insufficient Funds, the City Clerk will require the lessee to replace the insufficient check in the form of Cash, Cashier's Check or Money Order plus pay an insufficient funds fee. The lessee's event will be placed "on hold" until the replacement of the insufficient funds check is taken care of with the City Clerk. If not paid within forty eight (48) hours of notification, the room will be released and the collection process will be submitted to the McClain County District Attorney's Office for potential prosecution.
5. Approval for alcoholic beverages on the premises of the Senior Center or the Old City Hall will be determined on an individual basis. A Special Events Permit must be submitted and approved at least thirty (30) days prior to the event by the City Council at one of their regularly scheduled meetings.
6. Any event, deemed not in good public taste, will not be permitted to be held on the premises of the Senior Center, the Old City Hall or City Parks.
7. The Senior Center's or the Old City Hall's walls, pictures, wood work (window sills and door frames), windows, ceilings, shades and curtains shall not be used to attach decorations or similar materials (NO THUMB TACKS, NAILS, DUCT TAPE; ETC ALLOWED).
8. The City Manager or his/her designee must pre-approve all decorations used in the building.

9. Before the completion of the contract, the City Manager or his/her authorized representative must approve any dance held at the Senior Center or the Old City Hall.
10. Lessee shall provide adequate supervision at all times and is responsible for all the actions of all guests attending the event.
11. If alcohol is served (NO CASH BAR PERMITTED AT ALL), the City Council may decide during the review of the Special Event Permit process, that security is deemed necessary. Consequently an off-duty Blanchard police officer or reserve officer will be required at the lessee's expense, charged at the current officer's hourly wages plus include benefits. If local officers are unavailable, lessee will be responsible for hiring other C.L.E.E.T. certified security.
12. Prior to the start of the event, a Pre-Event Assessment form shall be filled out and signed by the lessee and the City Manager or his/her authorized representative, to verify the condition of the facility before the event. After the event, a Post-Event Assessment form shall be filled out and signed by the lessee and deposited in the utility bin located behind City Hall or drop box at Front Door of City Hall, along with the facility key. This will determine whether or not the Security Deposit shall be returned.
13. The lessee is responsible for any broken equipment or damage to the buildings, including, but not limited to, physical damage to doors, pictures, windows, walls, tables, chairs, audio/visual equipment, plants, floors, and wood work or building in general. The lessee is responsible for any and all costs and losses above the amount of the posted deposit. The City will pursue any and all damages to the Senior Center or the Old City Hall. The City has discretion to require a higher security deposit for any event when alcohol may be served. It is the responsibility of the lessee to report any damage or dirty conditions existing before the room is occupied. This may eliminate any fees or blame on the lessee.
14. The lessee must keep all fire exits unblocked while the building is occupied and keep the alleyway clear (at all times) for emergency vehicles.
15. The City will not be responsible for set up of lessee's rented area, the lessee shall be responsible for their own set up and break down, which may include your own tables and chairs.
16. The lessee shall not discriminate against any persons, employees or customers on the basis of race, color, creed, religion, national origin, age, sex, sexual orientation, gender identity, disability or veteran's status (or any other characteristics protected by federal, state or local laws), and shall assure that all activities are conducted in accordance with the law.
17. At the end of the rental period, the room must be cleaned to guidelines including, but not limited to, the following:
  - Emptying trash from the room in use and deposit in dumpsters provided
  - Spot sweeping and spot mopping of the room
  - Removing any and all decorations associated with the event
  - Not damaging property belonging to the City of Blanchard
  - Cleaning of the both bathrooms
  - Cleaning of kitchenette in Old City Hall ONLY

- Vacating the facilities by the time scheduled in the contract. Failure to comply with these duties shall result in the loss of the Security Deposit. Trash reciprocals are located behind the Senior Center.
18. Extra set up and break down time must be paid for in advance. You may not come in before your scheduled contract time and you must vacate by the scheduled times.
  19. Both facilities are the property of the City of Blanchard; therefore, may not be used by the lessee to sublet to third parties, for the purpose of generating profit for themselves, their group, or any organization or business.
  20. The lessee agrees to hold the City of Blanchard harmless from all claims for damages to the person or property of anyone using or in either facility while in use by the lessee.
  21. The City Manager or his/her authorized representative shall administer and make decisions regarding any matter not covered by these regulations.
  22. Lessee must bring their own supplies to include but not limited to tables, table cloths, chairs, cleaning supplies, dishwashing liquid, rags, etc. The City of Blanchard does not supply any of these items.
  23. The use of any tobacco products, which includes vaping, are prohibited. Any such use will not only forfeit all Security Deposits but will also cost the Lessee an additional cleaning fee.
  24. No cooking facilities are available at either location.
  25. Key must be returned or 100% of Security Deposit will be forfeited.
  26. A three (3) day notice is required for cancellation of an event to receive the Security Deposit refund unless inclement weather occurs.
  27. Thirty (30) days are required to process the return of the Security Deposit after the facility has cleared Post Event Inspection.

**I acknowledge and agree to the rental rules and terms of the rental agreement with the City of Blanchard and understand that all City property is alcohol free (unless previously approved by City Council) and tobacco free. I agree to be responsible for all parties who attend the event. I also understand that if I do not meet the terms of the City of Blanchard, that I may forfeit my deposit.**

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**Lessee**

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**Date**