

**CITY OF MENAN TOWN HALL RENTAL AGREEMENT**

THIS RENTAL AGREEMENT (“Agreement”), made and entered into in Menan, Idaho this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between THE CITY OF MENAN, a governmental entity and division of the State of Idaho, hereinafter referred to as “City,” and the following individual/company:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

hereinafter referred to as “Lessee.”

**WITNESSETH:**

That the City hereby leases to Lessee the temporary use of the City of Menan Town Hall located at 664 N 3530 E, Menan, Jefferson County, State of Idaho, hereinafter the “Town Hall.”

**NOW THEREFORE**, for and in consideration of the aforesaid leasing and hiring, and the terms, conditions, and covenants hereinafter set forth to be kept and performed by the parties hereto, the parties agree to the following:

1. **Availability and Possession.** Lessee shall have possession and use of the Town Hall as follows:

Date(s): \_\_\_\_\_

Beginning time (including setup): \_\_\_\_\_

Ending time (including cleanup): \_\_\_\_\_(NO LATER than

12:00 a.m.)

Space intended to be used by Lessee: \_\_\_\_\_

Nature of Lessee's use of space: \_\_\_\_\_

2. **Fee for Use and Security Deposit.** The fee for the use of the Town Hall and the required security deposit are set forth in the City's Fee Schedule, available through the City Clerk. As those amounts may change from time to time, the fee for the use of the Town Hall is always subject to modification by the Menan City Council. Lessee agrees to pay the use fee and deposit the security deposit in the amounts set forth in the City's Fee Schedule at the time Lessee signs this Agreement. Idaho Sales Tax of 6% shall be added to all rental fees.

Full payment of the security deposit is due when this Agreement is signed by the City and the Lessee. The security deposit will not be used unless use is required. If not required, it will be returned to the Lessee after inspection of the Town Hall and return of the key to the City at the conclusion of the term of this Agreement, set forth in Section 1 above.

If this Agreement is cancelled for any reason by the City, Lessee shall be reimbursed the amount paid, and its security deposit returned to Lessee subject to the terms of cancellation herein.

Based on the Fee Schedule described above, the Lessee shall be pay the following:

Security Deposit: \$\_\_\_\_\_.00

Rental Fee: \$\_\_\_\_\_.00

3. **Cancellation Without Notice.** The Menan City Council and any committees and other city sponsored meetings and activities have priority use of the Town Hall at all times. As such, the City reserves the right to cancel this Agreement.

4. **Pre-Use Checklist.** The Lessee shall ensure that the Town Hall is in a clean and operable condition at the beginning of the term of use, set forth in Section 1, above.

The Lessee shall complete Exhibit 1, attached hereto and incorporated herein, prior to or at the beginning time, set forth in Section 1, above. If the Lessee fails to properly complete the Pre-Use Checklist and have the City of Menan Representative sign it along with the signature of the Lessee, that failure shall result in the Lessee waiving the right to challenge or contest the condition of the Town Hall prior to Lessee's beginning time and Lessee shall be responsible for any cleanup and damages caused to the Town Hall prior to Lessee's beginning time, set forth in Section 1 above.

5. **Improper Use of the Town Hall.** The improper use or abuse of the facility is subject to immediate cancellation of the event and ejection without the return of the accompanying fee(s). The Lessee shall not use nor allow to be used any alcohol, tobacco, or illegal drugs in the Town Hall or on the property where the Town Hall is located. Hot foods can be served in the Town Hall, but care shall be taken to ensure that the food does not stain or mark any Town Hall floor or walls. Beverages such as coffee, soda, or water are allowed only in appropriate containers.

Violations of the terms, conditions, and covenants herein may be cause to prohibit future reservations. All violations shall be determined in the sole discretion of the City of Menan or its representatives. Lessee agrees to obtain any and all licenses, permits and other approvals necessary for the operation of its business from any and all governmental authorities.

6. **Modifications to the Town Hall.** The Lessee shall not add or remove any furniture, equipment, cleaning tools, or other items from the Town Hall. The Lessee shall not modify, construct, or otherwise alter any aspect of the Town Hall (other than decorations that can be installed and removed without damage) without prior written authorization from the City.

The Lessee shall be solely responsible to provide all equipment and materials required for the Lessee's chosen event at the Town Hall.

The Lessee shall not modify the temperature at the Town Hall by propping open doors or otherwise tampering with temperature control devices. The Lessee agrees to contact a representative of the City to modify the temperature control within the Town Hall.

7. **Cleanup Responsibilities.** The Lessee shall ensure the cleanup of the Town Hall before the conclusion of the term of this Agreement as set forth in Section 1 above. The Lessee shall clean up the building by following the required cleanup steps set forth in Exhibit 1, attached hereto and incorporated herein. For each item requiring cleanup set forth in Exhibit 1, Lessee shall initial the completed step, which initials establish that the required cleanup has been completed. The failure to complete the required cleanup may, in the City's sole discretion, result in the City using a portion or all of the Lessee's security deposit to complete the cleanup required in Exhibit 1.

All cleanup must be completed the same day and/or immediately after the event. The Lessee shall not use any **CHEMICALS at ANY time on the hardwood floors of the Town Hall.** To clean the hardwood floors, Lessee shall only use vinegar and water. Lessee shall place all garbage in the trash bins outside of the Town Hall.

Close to or after the completion of the cleanup, the Lessee shall contact a representative of the City who shall check on the building, answer any questions, and ensure that the cleanup is complete. At that time, the representative of the City shall determine whether the reserving party has complied with the terms of this agreement and whether any damages will need to be repaired.

8. **Damages.** Damages to the Town Hall, equipment, or properties of the City cause by Lessee or his/her/its guests, either intentionally or through negligence or accident, shall be paid for by Lessee. If damage occurs, the City shall use all or part of the security deposit as liquidated damages to repair the Town Hall. All damages shall be assessed in the sole discretion of the City or its representatives. Lessee further agrees that any assessments shall be first paid to the City of Menan out of the security deposit placed with the City. If additional damages are assessed and the amount of the security deposit is insufficient to cover those assessments, Lessee agrees to pay the City the amount assessed within thirty (30) days after written notice of the amount of the assessment.

9. **Other Terms on Payments, Fees, etc.** All fees, security deposits, assessments, penalties, fines, and other costs shall be paid to the City of Menan and mailed to P.O. Box 127, Menan, Idaho 83434. A fee of \$25.00 charge will be assessed on any returned checks.

10. **Access to the Town Hall.** The City shall provide access to the Town Hall to Lessee by key or by cypher lock.

If access is provided by the use of a cypher lock, the code shall be provided to the Lessee at the appropriate time by a representative of the City.

If access is provided by the use of a key, the City will issue the Lessee one key. The Lessee shall pick up the key at the City Building prior to use of the Town Hall by using the lock box code given at the time of rental. The key remains the property of the City. At the conclusion of the rental period, the key shall be returned to the City, its representatives, or City Clerk. If the key is not returned, a fee of \$200.00 will be assessed to the Lessee. Failure to return the key will prohibit the reserving party from any future rentals of the Town Hall.

If a code or key is not provided in a timely manner, the Lessee shall contact a representative of the City to obtain access to the Town Hall.

11. **Hold Harmless and Indemnification.** The City shall not be liable for any injury or damage to persons or property suffered on or about the Town Hall by Lessee or anyone else during the term of the Agreement. The Lessee shall indemnify City against all expenses, liabilities and claims of every kind, including reasonable attorney fees, relating to any injury or damage to any person or property suffered on or about the Town Hall. Lessee shall save and hold City harmless from any and all claims, demands, actions or causes of action arising from or during Lessee's use and occupancy of the Town Hall, except any accident occurring on the Town Hall that may arise out of any gross negligence of City or its agents.

12. **Restriction on Assignment.** The Lessee shall not assign, sublet, sell, encumber, or otherwise in any way transfer its leasehold interest, whether in whole or in part, without the express written consent of the City, or change or alter any part of the building on the Town Hall without the prior written consent of the City.

13. **Governing Law.** This Agreement concerns the leasing and hiring of Idaho property and it shall be governed in all respects by the laws of the State of Idaho.

14. **Complete Agreement.** This Agreement constitutes the entire agreement of the parties, and there are no verbal promises, implied promises, agreements, stipulations, representations or warranties of any character or kind except those set forth herein.

15. **Invalidity.** If any provision of the Lease is determined to be invalid under governing law, it is the intent of the parties that the remainder of the Lease continue with full force and effect.

16. **Ownership.** The City represents and warrants to Lessee, as a condition of the Agreement, that City has the right, title, and interest in and to the Town Hall such that City has the right and power to lease, assign, transfer and convey the same.

17. **Waiver.** The waiver by City of any breach of any term, covenant, or condition of the Lease shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition of the Lease.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the day and year first above written.

CITY:

LESSEE:

City of Menan

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_

**Exhibit 1 – Pre-Use Checklist**

PRIOR TO USING THE MENAN TOWN HALL VERIFY THE FOLLOWING:

- \_\_\_\_\_ ALL MENAN TOWN HALL FLOORS SHALL BE SWEEPED AND FREE OF DEBRIS.
- \_\_\_\_\_ ALL BATHROOM FIXTURES ARE CLEAN—TOILETS, AND SINKS.
- \_\_\_\_\_ ALL TRASH CANS ARE EMPTY AND NEW LINERS PLACED IN CANS.
- \_\_\_\_\_ THE KITCHEN IS CLEAN. THIS INCLUDES THE STOVE, MICROWAVE, SINK, AND REFRIGERATOR
- \_\_\_\_\_ NO ITEMS ARE LEFT IN THE FRIDGE.
- \_\_\_\_\_ ALL CHAIRS AND TABLES SHALL BE IN THEIR STORAGE RACKS OR STORAGE SPACE.
- \_\_\_\_\_ THE OUTSIDE CONCRETE WALKS, GRASS, AND LANDSCAPING ARE FREE OF TRASH AND DEBRIS.

NOTE ANY DAMAGE OR DEFICIENCIES IN THE SPACE PROVIDED:

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SIGNATURE OF CITY OF MENAN REPRESENTATIVE \_\_\_\_\_

DATE \_\_\_\_\_

SIGNATURE OF USER \_\_\_\_\_

DATE \_\_\_\_\_

Contact info:  
City of Menan or its representatives at 754-8766.  
Director of Public Works Matt Walker- (208) 568-6701  
City Mayor Tad Haight - (208) 313-8338



**Exhibit 2 – Required Cleanup**

CLEANING OF THE MENAN TOWN HALL SHALL INCLUDE ALL OF THE FOLLOWING AS A MINIMUM (INITIAL WHEN COMPLETED):

- \_\_\_\_\_ GYM FLOORS ARE SWEEPED AND DRY MOPPED (**NO LIQUIDS ARE TO BE USED ON GYM FLOOR**)
- \_\_\_\_\_ ALL BATHROOM FLOORS ARE SWEEPED AND MOPPED AS NECESSARY.
- \_\_\_\_\_ ALL BATHROOM FIXTURES SHALL BE WIPED CLEAN—TOILETS AND SINKS.
- \_\_\_\_\_ ALL TRASH CANS ARE EMPTY WITH A NEW LINER PLACED IN CAN.
- \_\_\_\_\_ THE REFRIGERATOR INTERIOR IS CLEAN AND WIPED DOWN. (NO FOOD LEFT IN IT AT ALL)
- \_\_\_\_\_ THE RANGE TOP IS CLEAN AND WIPED DOWN.
- \_\_\_\_\_ THE RANGE OVEN IS CLEAN AND WIPED DOWN.
- \_\_\_\_\_ THE KITCHEN COUNTERTOPS ARE CLEAN AND WIPED DOWN.
- \_\_\_\_\_ THE KITCHEN COUNTERS ARE CLEAN AND WIPED DOWN.
- \_\_\_\_\_ KITCHEN FLOORS ARE SWEEPED AND MOPPED AS NECESSARY.
- \_\_\_\_\_ ALL CHAIRS, TABLES, AND OTHER EQUIPMENT HAVE BEEN RETURNED TO THEIR STORAGE RACKS, STORAGE SPACE, OR PROPER LOCATION.
- \_\_\_\_\_ ALL DOORS SHALL BE LOCKED WHEN USAGE PERIOD IS UP.
- \_\_\_\_\_ THE OUTSIDE CONCRETE WALKS, AND PAVEMENT ARE FREE OF TRASH AND DEBRIS.
- \_\_\_\_\_ ALL GARBAGE AND WASTE HAS BEEN PLACED IN THE PLASTIC CONTAINERS IN FRONT.
- \_\_\_\_\_ (WINTER ONLY) BATHROOM AND KITCHEN DOORS ARE LEFT OPEN.

NOTE ANY DAMAGE IN THE SPACE PROVIDED:

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE OF USER \_\_\_\_\_

DATE \_\_\_\_\_

SIGNATURE OF CITY REPRESENTATIVE \_\_\_\_\_

DATE \_\_\_\_\_

Contact info:

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