

CITY OF MENAN TOWN HALL RENTAL AGREEMENT

THIS RENTAL AGREEMENT (“Lease”), 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 “Lessor,” and _____, residing/located at: _____, County of _____, State of _____, hereinafter referred to as “Lessee.”

WITNESSETH:

That the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has by these presents demised and leased temporary use of space in the City of Menan Town Hall building located on real property located at 664 N 3530 E, Menan, Jefferson County, State of Idaho, hereinafter the “Premises.”

To have and to hold the said Premises to the Lessee for the term as follows:

Date: _____

Beginning time (including setup): _____

Ending time (including cleanup): _____

Space intended to be used by Lessee: _____

Nature of Lessee’s use of space: _____

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.** The Town Hall is available on a first come/first serve basis Monday through Saturday each week from 8:00 a.m. to 10:00 p.m.

(excluding holidays). The days or hours may be extended upon request, but may be subject to additional terms or conditions.

2. **Who May Lease.** The general public may lease the Premises for meetings, parties, holiday gatherings, displays, and shows, as well as for “for-profit” ventures and other commercial enterprises. “For profit” ventures may require additional fees, terms, or conditions. The City of Menan reserves the right to deny any party requesting to rent the Town Hall where the rental would be in violation of the laws of the State of Idaho or of the United States of America.

3. **Priority of City Activities.** The Menan City Council and any committees and other city sponsored meetings and activities have priority use of the Premises at all times.

4. **Reserved Premises.** The reserved Premises shall be limited to the room(s) or facilit(ies) expressly reserved and shall not include additional areas, unless a reservation has also been made for the additional areas. All reservations include the use of the common area of the building, restrooms, and drinking fountains.

5. **Proper Use of the Premises.** 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). 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.

6. **Reservations, Fees, and Costs.**

a. Reservations. Requests for reservations of the Premises shall be made by contacting the Mayor Betty Day of the City of Menan at (208) 754-8876. Reservations will only be accepted from persons 18 years of age or older.

b. Fees. Use of the Premises is subject to payment of fees as set forth in the fee schedule attached hereto as Exhibit A. Reservations shall not be final until all applicable fees and security deposits have been paid and are confirmed by the Mayor or City Council.

c. Security Deposit. Full payment of the Security Deposit is due when this Lease is executed and submitted to Lessor. 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 Premises and return of the key to Premises at the conclusion of the Lease term.

d. Payment. Full payment of the fees due under this Lease is due when this Lease is executed and submitted to Lessor. In the case of cancellation of the event, the payment will be returned to the Lessee subject to the terms of cancellation herein.

e. Reservations and Payment in advance. Requests for reservations and payment of fees must be made seven (7) days in advance, but may be made no more than thirty (30) days prior to the day of use. Standing reservations shall not be accepted, except as designated. If a room is available the time limit may be waived. The time needed for setup and takedown, including cleanup, of your event must be included in your hourly rental.

f. Refunds. Refunds will be made only for reservations cancelled at least forty-eight (48) hours prior to the scheduled use or due to the city's cancellation of the event.

g. Fees, Cancellations, and Refunds to Civic Organizations. The City of Menan is a civic organization which in this agreement is defined as "an organization formed for the purpose of servicing a public or community benefit." As a civic organization, the City of Menan will not pay a rental fee. The City of Menan reserves the right to lease the Premises to

other civic organizations free of charge. If the City or other Civic Organization must cancel a reservation, all fees paid will be refunded, and cancellation by the City or other Civic Organization may be made without prior notice.

h. Other Fines, Fees, Assessments, and Penalties. Lessee acknowledges and agrees that fines, fees, penalties, or other assessments may be incurred for violation of any of the terms of this Lease. All fines, fees, and penalties shall be assessed in the sole discretion of the City of Menan or its representatives. Lessee further agrees that any assessments shall be first paid to the City of Menan out of the deposit placed with the City of Menan. If additional fines, fees, or penalties are assessed and the amount of the deposit is insufficient to cover those assessments, Lessee agrees to pay the City of Menan the amount assessed within thirty (30) days after notice of the amount of the assessment.

i. Other Terms Regarding Payment of Fees. 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.

7. Other Terms and Conditions of Use.

a. The Premises may be used by Lessee for any and all lawful purposes. The Lessee shall not use or occupy or permit the Premises or any part thereof to be used or occupied for any unlawful business, use or purpose nor for any business, use, or purpose deemed disreputable or hazardous, or in any manner which is in violation of any present or future governmental law or regulation.

b. Lessee shall comply with all laws, orders and regulations of federal, state and municipal authorities in its use and occupancy of the Premises. 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.

c. The Premises has a kitchen available. This includes a refrigerator and microwave. Lessor and its representatives shall not provide general supplies, kitchen supplies, or event support. No equipment is allowed to leave the building for any reason. This includes chairs, tables, and cleaning tools.

d. Lessee shall be responsible for all set-up, takedown, and return of tables, chairs, or any other furniture or equipment to the proper location in accordance with the floor plan provided by Lessor. This needs to be accomplished during the reserved time of the room. Decorations are allowed. It is Lessee's responsibility to hang and remove said decorations properly as to not cause damages to the Premises.

e. Damages to the Premises, equipment, or properties of Lessor cause by Lessee or his/her/its guests, either intentionally or through negligence or accident, shall be paid for by Lessee. If damage occurs, Lessor can use all or part of the security deposit, as liquidated damages to repair the Premises. If the costs of repair are more than the security deposit, Lessee will be separately billed and shall be responsible for all costs of repair.

f. Cleanup of the building and removal of all refuse after the event is the responsibility of Lessee. All cleanup must be completed the same day and/or immediately after the event. Brooms, mops, and buckets are available on the Premises. **NO CHEMICALS are to be used at ANY time on the hardwood floors of the Premises.** To clean the hardwood floors, only vinegar and water are to be used. Dry mop if needed. Refuse receptacles are available outside of the Premises Hall for use.

g. Smoking and alcoholic beverages are prohibited on the Premises.

h. Lessee may not charge any fee for admission to or use of a reserved space.

8. **Keys to the Premises.** The key to the Premises may be picked up at the Mayor's home by appointment. Call (208) 754-8876 to arrange for pickup. The key remains the property of the City of Menan. Keys will not be duplicated.

9. **Return of the Key and Walk-Through.** At the conclusion of the lease term, Lessee shall contact Matt Walker at (208) 569-6701 to conduct a walk-through of the Premises, answer any questions, and arrange for Lessee to turn in the key to the Premises. At that time, Matt Walker will determine whether the Lessee has complied with the terms of this Lease and whether any fines, fees, or penalties will be assessed to the Lessee. If the key to the Premises is not returned, a fee of \$200.00 will be assessed to Lessee. Failure to return the key may prohibit the Lessee from any future rentals of the Premises.

10. **Hold Harmless and Indemnification.** Lessor shall not be liable for any injury or damage to persons or property suffered on or about the Premises by Lessee or anyone else during the term of the Lease. Lessee shall indemnify Lessor 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 Premises. Lessee shall save and hold Lessor harmless from any and all claims, demands, actions or causes of action arising from or during Lessee's use and occupancy of the Premises, except any accident occurring on the Premises that may arise out of any gross negligence of Lessor or its agents.

11. **Conditions of Premises and Surrender.** Lessee agrees that the Premises is in good order and condition at the time of signing this Lease.

Upon expiration of the term of this Lease, Lessee will yield up possession of the Premises to Lessor without further demand or notice and in as good order and condition as when the same were entered upon by the Lessee.

12. **Restriction on Assignment.** 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 Lessor, or change or alter any part of the building on the Premises without the prior written consent of the Lessor.

13. **Binding Effect.** All of the terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of all heirs, personal representatives, assigns and successors of the parties.

14. **Governing Law.** This Lease 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.

15. **Complete Agreement.** This Lease 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.

16. **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.

17. **Ownership.** Lessor represents and warrants to Lessee, as a condition of the Lease, that Lessor has the right, title, and interest in and to the Premises such that Lessor has the right and power to lease, assign, transfer and convey the same.

18. **Waiver.** The waiver by Lessor 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.

19. **Attorney Fees.** In any lawsuit or legal proceeding between the parties related to this Lease, the prevailing party shall be entitled to a reasonable attorney fees, expenses, and costs of the action.

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

LESSOR:

LESSEE:

City of Menan

By: _____
Mayor

SCHEDULE OF FEES

| | | |
|---------------|------------------------------|-------------------------------------|
| Non-resident: | Four (4) hours up to all day | \$75.00 + \$200.00 cleaning deposit |
| | Hourly rate: | \$20.00 + \$100.00 cleaning deposit |
| Resident: | Four (4) hours up to all day | \$50.00 + \$200.00 cleaning deposit |
| | Hourly rate: | \$10.00 + \$50.00 cleaning deposit |

(Hourly rentals will have to include their setup and clean-up time in the rate)

| | |
|---------------|-------------------------|
| Civic Groups: | Free |
| Fundraisers: | Free for town residents |

Note: Please pay all cleaning deposits by separate check. If not used, it will be returned to you.