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**THE HALL** Mount Vernon Event Center

PO Box 52 ■ Mt Vernon, SD 57363 ■ (605) 236-5207 ■ thehall@mtvernonsd.com

**The Hall Rental/Use Contract**

Thank you for reserving The Hall for your event! Please carefully review the following information prior to signing this contract (hereinafter referred to as “Contract.”) City of Mount Vernon, and the undersigned Renter, mutually covenant and agree as follows:

**Renter Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter referred to as “Renter”) shall have the use of The Hall as follows:

**Mailing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Home Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name of Event:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Number of People expected at the Event \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Beginning Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Ending Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Beginning Time:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Ending Time:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Preferred Setup Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Setup Time:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date Renter will pick up access key:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Option (s) Selected:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Extra Setup Days:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TULIP Required (See #4 & 11 Below)**  Yes / No **TULIP Policy Attached** Yes / No \_

**\*Rental Cost:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \***Deposit:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\*Please provide separate checks for each item above (Rental Cost and Deposit.)**

|  |  |  |  |
| --- | --- | --- | --- |
| Option 1 | Meeting Room Only | $50.00 | Renter Setup & Cleanup |
| Option 2 | Meeting Room + Kitchen | $75.00 | Renter Setup & Cleanup |
| Option 3 | Main Hall | $75.00 | Renter Setup & Cleanup |
| Option 4 | Hall and Kitchen | $100.00 | Renter Setup & Cleanup |
| Option 5 | Office Space Rental (30-day minimum) | $80.00 | Renter Setup & Cleanup |
| Option 6 | Projector Rental | $15.00 | Renter Setup & Cleanup |
| Option 7 | P.A. Audio Equipment | $10.00 | Renter Setup & Cleanup |

1. **Payments.** Payments can be delivered to the City Finance Office or the city’s agent, dropped at CorTrust bank, or mailed to: City of Mount Vernon, PO Box 52, Mt. Vernon, SD 57363. All fees and deposits must be paid before receiving keys.
2. **Damage**. Renter shall be financially responsible for any and all damage to equipment, sound system, facilities and grounds as a result of its use and shall reimburse the City of Mount Vernon in full for the expense of such damage. A **$100.00 damage** deposit will be charged in addition to the Rental/Use contract cost. The deposit will be refunded after the event, provided all terms of this agreement have been met. If the event is cancelled, at least a 7 day notice must be given or the deposit will be forfeited.
3. **Loss or Damage**. The parties agree that the City of Mount Vernon shall not assume any responsibility or liability for any damages to person or property as a result of this Contract, to include but not limited to the following:
	1. Loss or damage to any property placed on the premises by Renter.
	2. Loss or damage to any property or personal effects, including motor vehicles and the contents of the Renter, its members, employees, agents, participants, guests, or attendees.
4. **Insurance**. The City of Mount Vernon may require Renter to provide proof of insurance. Renter’s failure to provide proof of insurance shall not negate responsibility as stipulated in Paragraph 3. TULIP or proof of other insurance will be required for any “for profit” use of The Hall.
5. **Facility**. Push pins, tacks, nails, screws, tape, adhesives, or fixtures of any kind may not be driven into the walls, woodwork, floors, or ceilings of The Hall. Tape must be removed without residue.
6. **Equipment Use**. No tables, chairs, equipment, or other property may be removed from The Hall.
7. **Responsibilities of Renter**. Renter is responsible for the following:
8. Setup and removal of all decorations.
9. Cleaning the kitchen, including the ovens when necessary. Dishes and kitchen equipment must be washed, dried, and put away.
10. Putting up, cleaning, and taking down the tables and chairs and returning them to their original locations.
11. Putting away anything else Renter may have used. **All cleaning must take place the same day of the event.**
12. Taking out the garbage. (If there is just a little in a basket combine them, including the bathroom baskets, into one bag and take out. Put garbage into dumpster. Put clean, new bags in the baskets.)
13. Turning off all indoor and outdoor lights.
14. Locking all doors, shutting all windows, turning off ceiling fans and turning thermostat to 55° in winter.
15. Returning the key(s) to the office or leaving key(s) in the drop box at CorTrust Bank. Keys must be returned the day following the event. Janitorial services for failing to meet these requirements will be charged at $25 per hour (with one hour minimum) and deducted from the deposit.
16. **Closing**. Evening activities must end by or before 1:00 a.m. Dances cannot continue any later than 1:00 a.m. Youth activities (under the age of 18) must be chaperoned by adults.
17. **Questions**. General questions and/or suggestions regarding The Hall may be submitted via email to thehall@mtvernonsd.com.
18. **Smoking/Drugs.** The Hall is a non-smoking facility. Use of illegal drugs is strictly forbidden and the Sheriff’s Department will be immediately notified if illegal activity is discovered or suspected.
19. **Alcohol.** The sale of alcohol is prohibited. The City of Mount Vernon requires that, when alcohol is to be served or consumed at events held on City property, these activities are carried out in a safe and responsible manner. Events where alcohol is present must be **pre-approved by the City Council,** and a **TULIP** (Tenant Users Liability Insurance Policy) must be obtainedin advance **at the Renter’s expense.** Renter can get more information on TULIP insurance through the City Finance Officer. Alcohol can only be consumed inside the facility, not outside the building.
20. **Laws**. The Renter shall abide by all local ordinances as well as state and federal laws. The Renter shall be 21 or over.
21. **Occupancy**. Occupancy cannot exceed 300 people.

**HOLD HARMLESS AGREEMENT**

The Renter of The Hall, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall indemnify and hold harmless the City of Mount Vernon and its agents, employees, and volunteers from and against any and all claims, damages, losses and expenses, including but not limited to Renter’s attorney’s fees, arising out of or resulting from any act, any accident, injury, or damage whatsoever occurring in or at The Hall. The Renter hereby expressly indemnifies the City of Mount Vernon for any loss or damages assessed against the City of Mount Vernon, its agents, employees, and volunteers. Renter agrees to bear responsibility for any attorney’s fees incurred by the City of Mount Vernon as a result of this Contract.

**I have read, understand, and agree to the terms of this Rental/Use Contract.**

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

Date (Required) Renter’s Signature

CITY OF MOUNT VERNON

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Authorized Agent

**Return a signed copy of this Contract along with payments.

Retain a copy for your records.**