

# Pender Community Center Rental Agreement



## RENTER INFORMATION

Name of Renter: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

## EVENT INFORMATION

Description of Event: \_\_\_\_\_

Date of Event: \_\_\_\_\_

Additional Days for Set-Up/Tear-Down (See **RENTAL NEEDS** for rates): \_\_\_\_\_

Anticipated Number of Guests Attending: \_\_\_\_\_

Will event be open to the general public? Yes No

Will food be served at your event: Yes No

Do we have your permission to include your event on our website? Yes No

## RENTAL NEEDS

Check areas to be rented	Rooms	Cost per Day	Square Footage	Approximate Capacity
	Event Hall- Includes use of stage and A/V equipment	\$875.00	5,500 sq ft	296 people (60" rounds) 400 people (8' tables)
	Multipurpose Room	\$575.00	10,000 sq ft	640 people (60" rounds) 832 people (8' tables)
	Multipurpose Room (hourly rate)	\$75.00	10,000 sq ft	
	Event Hall + Multipurpose Room	\$1,500.00	15,500 sq ft	
	Kitchen (includes serving area)	\$250.00		
	Community Room 1	\$125.00	735 sq ft	36 people (60" rounds) 58 people (8' tables)
	Community Room 2	\$125.00	735 sq ft	36 people (60" rounds) 58 people (8' tables)
	Both Community Rooms	\$200.00	1,470 sq ft	72 people (60" rounds) 112 people (8' tables)

## ADDITIONAL RENTAL OPTIONS

\_\_\_ Additional Set-Up/Tear-Down Days

Event Hall Additional Days \_\_\_\_\_ x \$300 = \$ \_\_\_\_\_

Multipurpose Room Additional Days \_\_\_\_\_ x \$300 = \$ \_\_\_\_\_

\_\_\_ Vehicle Drive In \$200

The Multipurpose Room must be rented for this option. A \$500 deposit will be required for this option to cover any damage that may occur to the flooring.

\_\_\_ Concession Stand

This grants usage of the concessions area including pop, ice, napkins, and cups.

# of guests \_\_\_\_\_ x \$60 per 100 guests: \$ \_\_\_\_\_

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Rental Fees (Page One) \$ \_\_\_\_\_

Additional Rentals (Page Two) \$ \_\_\_\_\_

**TOTAL RENT** \$ \_\_\_\_\_

Damage Deposit (Equal to Rent) \$ \_\_\_\_\_

Minus Holding Reservation Deposit \$ \_\_\_\_\_

**BALANCE DUE** \$ \_\_\_\_\_

**DAMAGE DEPOSIT DUE** \$ \_\_\_\_\_

Reservation Deposit  
Date: \_\_\_\_\_ Paid with: \_\_\_ Check # \_\_\_\_\_ \_\_\_ Cash

Damage Deposit  
Date: \_\_\_\_\_ Paid with: \_\_\_ Check # \_\_\_\_\_ \_\_\_ Cash

Rental Balance  
Date: \_\_\_\_\_ Paid with: \_\_\_ Check # \_\_\_\_\_ \_\_\_ Cash

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Pender Community Center, hereinafter referred to as "PCC" and \_\_\_\_\_ hereinafter referred to as "Renter" (whether one or more).

1. **Date of Rental.** Renter's occupancy of the areas selected above at the Pender Community Center, 614 Main Street, Pender, NE 68047, hereinafter referred to as "Facility", shall commence on \_\_\_\_\_ and continue to \_\_\_\_\_.
2. **Rent & Keys to Facility.** The rental rates are set out on page 1 of this Agreement. The full balance due must be paid before keys are released to the Renter. Payment can be made at the PCC Manager's office. Renter may pick up the keys one (1) day before the Renter's event. The keys must be returned to PCC following the rental and after cleaning the Facility. In the event Renter fails to return keys, Renter will be charged a \$25 fee.
3. **Damage and/or Cleanup Deposit:** In addition to the rent for reserved areas, a separate check payable to Pender Community Center for a damage and/or cleanup deposit in the amount of \$\_\_\_\_\_ shall be paid at the time the keys are picked up. Deposit will be held until a walk-through of the facility has been completed by PCC staff following the event. Renter shall be responsible for any and all damages. Renter's liability shall not be limited to the amount of the deposit. The deposit will be retained by PCC to apply to any damage or loss, other than ordinary wear and tear, occurring to Facility or equipment therein. Deposit may also be applied to cover the cost of cleaning any items not completed on the cleaning list or failure to abide by any terms of this Agreement. Under no circumstances can said deposit be applied by Renter to pay rent due or in lieu of cleanup. Deposit, less itemized deductions, will be returned within 14 days of the event.
4. **Reservation Deposit.** In order to hold the reservation, Renter agrees to pay a reservation deposit of 50% of the rental total at the time of executing this Agreement. Returned checks will result in a \$50 charge.
5. **Cancellation.** If Renter cancels the reservation before **90 days** prior to the event, the full deposit will be refunded to Renter. If cancelation occurs within 90 days of the event, the whole Reservation Deposit is forfeited by Renter.
6. **Damage to the Facility:** Renter agrees to be responsible for all damage to the Facility during the rental term and agrees to pay for all damages in excess of Security Deposit caused by Renter, Renter's family, guests, servants, invitees, or others permitted by Renter to be in the Facility.
7. **Use of Facility:** Renter further agrees to use the Facility solely for legal and proper functions. Renter agrees not to do anything on the Facility which would increase insurance rates or fire hazards or violate any municipal ordinances or codes or state laws. Use of the Facility at night shall not extend past 1:00 AM.
8. **Forfeiture.** Failure on the part of the Renter to comply with any of the provisions of this Agreement shall, at the option of PCC, constitute forfeiture thereof.
9. **Right to Enter.** PCC shall have the right to enter the Facility at any time during the term of this Agreement.
10. **Tobacco and Alcohol.** No tobacco products are allowed in the facility. No alcohol shall be served after midnight. No drinks are allowed on the dance floor. Renter shall not knowingly tolerate a violation of liquor laws. Specifically, no drinking by minors and no procuring alcohol for minors allowed. Lessee makes the following disclosures regarding alcohol that will be served at the Renter's Event:

Event will be open to the general public	___ Yes	___ No
Alcoholic Beverages will be consumed	___ Yes	___ No
Alcoholic Beverages will be sold	___ Yes	___ No

11. **Property of Renter.** PCC assumes no liability or responsibility for the personal property of the Renter. Any property left in or about the Facility after the rental term shall, at the option of PCC, become the property of PCC.

12. **Destruction of Facility.** In the event the Facility is totally destroyed by fire, rain, wind, or other causes beyond the control of PCC, or are condemned and ordered torn down by any properly constituted authorities of the Federal, State, County, or City Governments, then in any of these events, this Agreement shall cease and terminate as of the date of such destruction.
13. **Decorating Facility.** The following items are prohibited- smoke or fog machines, decorative glitter, and tape. **Any type of tape on walls, floors, and entryways is prohibited.** Nothing can be attached to the ceiling.
14. **Cleaning following the Event.** Renter is responsible for cleaning after Renter's event. A complete checklist of Renter's cleaning duties is included with this contract. Renter agrees to complete all items on the checklist at the end of the Renter's Event. Nighttime use of the Facility shall not extend past 1:00 AM and all cleanup work must be completed, and all equipment/material removed and building vacated by 2:00 AM.
15. **Chairs and tables.** Chairs and tables are available for Renter's use and are stored under the stage and in the storage area next to the stage in the Event Hall. All set up of tables, chairs, and service arrangements shall be completed by Renter, unless other contract services are arranged. **Tables and chairs must be wiped down and returned to the storage area when the event is over.** All dishes, silverware, towels, table coverings, napkins and other such items are to be furnished by the Renter.
16. **Property of Facility.** No tables, chairs, utensils, or furnishings shall be removed from the Facility.
17. **Indemnify/Hold Harmless.** Renter agrees not to hold PCC responsible for any claims, demands, judgments, and expenses incurred in connection with a death or injury to persons or for loss of or damage to property arising out of or in connection with, the use of the occupancy of Facility that may be attributable specifically to the Renter, Renter's guests, or use of the Facility. A major concern of PCC is to keep the facility clean and prevent costly damages. Renter agrees that it will be responsible for all damages or liability that may occur during its use of Facility and agrees to indemnify and hold PCC harmless for the same.
18. **No Discrimination.** Renter shall not discriminate in its use of Facility with respect to any class or persons protected by state or federal laws, including for reasons of race, sex, national origin, or religion.
19. **Emergency.** In the event of an emergency, PCC reserves the right to cancel this Agreement for use of Facility without notice when such emergency is deemed necessary by PCC. PCC will take all reasonable efforts not to cancel the Agreement. Facility is a designated shelter in times of emergency. If this would occur, the Reservation Deposit would be returned to the Renter in full.
20. **Use Not Exclusive.** PCC has the right to rent out portions of Facility not otherwise reserved by Renter. Renter acknowledges there may be more than one event going on at the same time.
21. If any provision or paragraph of this Agreement is unenforceable, the remaining provisions or paragraphs shall nevertheless be enforced.

By signing below, you agree that you have read & understand all details in this document.

\_\_\_\_\_  
Renter Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Renter Printed Name

\_\_\_\_\_  
Pender Community Center Representative

\_\_\_\_\_  
Date