



CITY OF MONTAGUE
200 S. 11th Street, Montague, CA 96064
(530) 459-3030

Walk Through Date: _____	
Event Date: _____	
<input type="checkbox"/> Set Up/Clean Up: _____	
<input type="checkbox"/> PA System	
<input type="checkbox"/> Liquor	<input type="checkbox"/> Ice Machine
<input type="checkbox"/> Insurance	<input type="checkbox"/> Self Insured

COMMUNITY HALL RENTAL AGREEMENT AND APPLICATION FOR USE FORM

Thank you for selecting the Montague Community Hall for your event. To ensure that your event will go smoothly, the City requires that a walk-through of the facility be performed prior to the event and after the event. During the walk through, any questions regarding the operation of the facility will be explained and any special needs can be discussed with the city staff.

AGREEMENT AND CONDITIONS:

1) Applicant agrees that the Auditorium, Kitchen, Club Room and Barbeque, (if using the Barbeque) are rented in clean and good condition, intact and in working order.

All applicants have the right to check the premises and make notations as to the conditions of the premises. All applicants are encouraged to do a walk through and inspection of the premises. Failure to do so, the applicant waives the right to any claims for damages which may have existed prior to the applicant's use of the facilities.

2) Applicant agrees to leave the facilities in clean condition. All items such as tables, chairs, kitchen utensils etc., shall be put away or restored to original positions according to the city staff. Under no circumstances will city equipment be removed from the facility. The individual or organization granted use of the facilities will be held responsible for any loss or damage to the property caused by such use.

A FEE OF EQUAL REPLACEMENT WILL BE CHARGED

3) If applicant has rented the auditorium and there is evidence during post-event inspection that the Rotary room has also been used, an additional fee of \$75 will be due for use of the club room. Such fee must be paid before the deposit will be returned.

4) If applicant has rented the Community Hall and if there is evidence during pre-event and/or post-event inspection that the renter set up the day prior or cleaned up the day after their event, an additional fee of \$75 will be billed for each additional day other than the event day. Such fee must be paid before the deposit will be returned.

5) **FLOORS:** No other cleaning solutions except those provided by the City will be used on the floors. You will be given strict instruction in the care for the wood floors during the walk through. If cleaning solutions and tools that have been provided are not used, an additional \$200 fee will be applied.

6) **LIGHTING:** After turning off the lights, there is security lighting on sensors that will come on if you reenter the building. PLEASE do not turn off the circuit breakers as this will turn off all power including the refrigerators

7) **BARBEQUE:** If the Barbeque is to be used you will be instructed specifically on its usage and care. A deposit for use of the barbeque is in addition to the other deposits. A separate check is required; if the barbeque and its equipment is left in good condition pursuant to this rental agreement and application for use your deposit will be refunded. The individual or organization granted use will be held responsible for any loss or damage to the property caused by such use.

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8) **TRASH:** All trash accumulated from event can be placed inside dumpster located on site. Combination for dumpster is located on the community hall key chain. If excess trash is left outside of the dumpster after your event an additional \$50 fee will be applied.

9) **ABSOLUTELY NO STAPLES, NAILS, PUSH PINS OR OTHER TYPES OF FASTENERS OR DUCT TAPE WILL BE USED TO HANG DECORATIONS ANYWHERE IN THE BUILDING and NO HANGING ANYTHING FROM THE CEILING. NO EXCEPTIONS.** Please check with the city staff for types of tape or hangers to be used (only blue painters' tape may be used).

10) **ABSOLUTELY NO MOTORIZED VEHICLES OR HAY ALLOWED INSIDE THE BUILDING. NO ROLLER SKATES, SKATEBOARDS OR ROLLER SHOES ALLOWED.**

11) **ABSOLUTELY NO SMOKING OR VAPING IN THE BUILDING.** By law this is a **Non-Smoking and Vaping Facility.**

12) Applicant may bring additional equipment (their own private equipment) to the facility to be used for their event. However, all additional equipment must be described in this agreement; and must be removed when the event is over.

13) If your event is a private party (not open to the public) the following shall be adhered to:

A. Any law enforcement official shall have the right to enter the premises at any time during the event.

B. Any law enforcement official shall have the authority to close the facility and declare the event closed; if in their opinion conditions warrant such action.

C. If alcoholic beverages are to be sold to the general public, a valid license and or permit must be obtained as required by State Law and the Bureau of Alcohol Beverage Control. A copy thereof must be presented to the City Clerk's office at the time the rental agreement is signed. The City Clerk must authorize such use of the facilities.

14) **KEYS:** All keys must be returned to City Hall within 72 hours after the event has concluded. If keys are not returned within this time period there will be a \$5.00 per day fee until keys are returned.

15) **DEPOSITS:** A separate payment in the form of a personal check, cash, or money order is required for all deposits. No deposit shall be returned until the facilities have been inspected by a city staff member and the keys have been returned to City Hall. Deposits will be returned within two working days after that inspection.

16) **RENTAL PAYMENT:** A separate payment in the form of a personal check, cash, or money order is required for the rental of the facility. If your event is cancelled, please notify City Hall immediately so the facility may be available to others.

17) **CLEAN UP:** If applicant needs to be contacted for the rented facility not being efficiently cleaned the day that follows; the event, or the previously rented clean- up day, there will be a \$150.00 fee that will be taken out of the deposit.

If you need to contact a City employee after hours: 530-598-1020.

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17) FACILITY USAGE:

Auditorium **\$200.00** all day (includes kitchen and garbage) Deposit **\$800.00**
Rotary Room **\$120.00** all day (includes kitchen and garbage) Deposit **\$500.00**
Barbeque Liability Deposit: **Included in Deposit**
Ice Machine **\$20.00** all day **Included in Deposit**
PA System **\$50.00** (includes microphone/Bluetooth) Deposit **\$400.00**
Set up day prior to event additional **\$75.00**
Clean up day after event additional **\$75.00**
Liquor License Liability Certificate **\$60.00**
Liability Insurance **\$81.00** (under 100 people) **\$113.00** (over 100 people)

A) Date of Application: _____

B) Name of Applicant/Lessee: _____

C) Address: City: _____

D) Phone Number: _____

E) Date of Event: _____

F) Type of Event: _____

G) Name of Sponsoring Organization: _____

H) Contact Person: _____

I) Clean Up Person: _____

J) Private Event: ____ Yes ____ No Open to Public: ____ Yes ____ No

K) Will Food be Served: ____ Yes ____ No Caterer: Yes ____ No ____

L) Name of Caterer: _____

M) Will Alcohol be: Served ____ Yes ____ No / Sold ____ Yes ____ No

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18) INSURANCE REQUIREMENT:

The lessee agrees to provide and/or purchase liability insurance with an "A" rated insurance carrier and a minimum of \$1,000,000.00 (1-Million Dollars), naming the "City of Montague" as an additional insured, regarding the event held on city premises, at the facility;

A) *The specific language on the "Certificate of Insurance" under the Additional Insured endorsement must state: "The City of Montague, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of the rental of the facility located at 200 South 11th Street, Montague, including work or operations performed by or on behalf of the Renter and materials, parts, or equipment furnished in connection with such work or operations."* Also named as a Policy Holder.

B) *"The specific language on the "Certificate of Insurance" under the Policy Holder the city also needs to be listed as a policy holder:*

Additional Insured Policy Holder: "The City of Montague, 200 South 11th Street, Montague, CA 96064"

(* The city offers the required liability insurance for an addition cost, separate of the costs for the facility rental and deposit(s). Inquire at the City Clerk's Office for insurance rates).

19) The lessee agrees to provide a legal defense and to indemnify and hold harmless and free from liability the City of Montague, its officers, agents, servants or employees while acting as such, from any and all claims for damages, demands, costs, or expenses which the lessee shall become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons received or suffered by reason of any act, omission or negligence of the lessee, or arising from any accident or injury, in connection with or attributable to the operation, maintenance, use or occupation of the premises by lessee.

20) The lessee is responsible, or the applicant representing the lessee is responsible, agrees to pay any costs incurred in repairing or replacing damaged city equipment or facilities.

21) If applicant purports to be the representative of any group, he/she hereby affirms that he/she is empowered to bind said group to this agreement.

22) All items numbered above (1 thru 19) and pages numbered (1 of 4; 2 of 4; 3 of 4; and 4 of 4) are incorporated as if read fully and constitute the entire **RENTAL AGREEMENT AND APPLICATION FOR USE FORM.**

APPLICANT: Date: _____

Signature of Applicant / Lessee Print Name

CITY: Date: _____

Signature of City Employee

Initials _____

RELEASE AND HOLD HARMLESS AGREEMENT AND AGREEMENT NOT TO SUE

I, fully understand that my participation in the (hereinafter “event/class”) exposes me to the risk of personal injury, death or property damage. I hereby acknowledge that I am voluntarily participating in this event/class and agree to assume any such risks.

I hereby release, discharge and agree not to sue the CITY OF MONTAGUE and its officers, agents and employees for any injury, death or damage to or loss of personal property arising out of, or in connection with my participation in the event/class from whatever cause, including the active or passive negligence of the CITY OF MONTAGUE and its officers, agents and employees, or any other participants in the event/class.

In consideration for being permitted to participate in the event/class, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall *indemnify and hold harmless* the CITY OF MONTAGUE and its officers, agents and employees from any and all claims, demands actions or suits arising out of or in connection with my participation in the event/class.

I HAVE CAREFULLY READ THIS RELEASE AND HOLD HARMLESS AGREEMENT AND AGREEMENT NOT TO SUE THE CITY OF MONTAGUE AND ITS OFFICERS, AGENTS AND EMPLOYEES AND FULLY UNDERSTAND ITS CONTENTS.

I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND I AM SIGNING IT ON MY OWN FREE WILL.

DATE: _____

SIGNATURE: _____

Initials _____