

**FACILITY RENTAL
LEASE AGREEMENT**

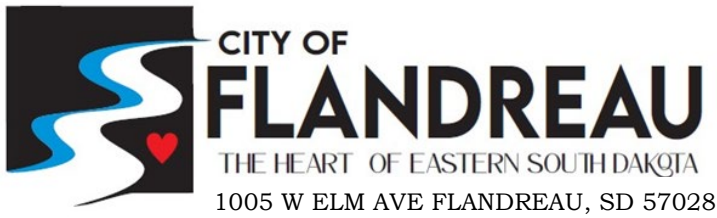
FLANDREAU COMMUNITY CENTER
William J. Janklow Community Center
802 W Community Drive
Flandreau, SD 57028

FLANDREAU ARMORY
600 W Community Drive
Flandreau, SD 57028

Facility	Deposit	Rental	Alcohol	Cleaning
Community Center	\$250	<p>\$100 per day</p> <p>\$50 per day nonprofit organizations</p> <p>\$0.00 per day Any Organization approved by the City Council</p> <p><u>Additional Charges</u></p> <p>Early Set-up \$25.00 <i>Going in after 5pm the night before the event</i></p> <p>Late Take-down \$25.00 <i>Leaving the day after the event before noon</i></p>	<p>\$5.00 BYOB</p> <p>\$25.00 Bar Fee – <i>Council Approval</i></p>	<p>\$250 per hr</p> <p>(Minimum of one (1) hour)</p>
Armory	\$250	<p>\$100 per day</p> <p>\$50 per day nonprofit organizations</p> <p>\$0.00 per day Any Organization approved by the City Council</p>	<p>\$5.00 BYOB</p> <p>\$25.00 Bar Fee – <i>Council Approval</i></p>	<p>\$250 per hr</p> <p>(Minimum of one (1) hour)</p>
Community Center & Armory	\$250	<p>\$200 per day</p> <p>\$100 per day nonprofit organizations</p> <p>\$0.00 per day Any Organization approved by the City Council</p> <p><u>Additional Charges</u></p> <p>Early Set-up \$25.00 <i>Going in after 5pm the night before the event</i></p> <p>Late Take-down \$25.00 <i>Leaving the day after the event before noon</i></p>	<p>\$5.00 BYOB</p> <p>\$25.00 Bar Fee – <i>Council Approval</i></p>	<p>\$250 per hr</p> <p>(Minimum of one (1) hour)</p>

Community Center: 4900 square feet - 57’ wide, 86’ long, 13’ high
Sit down dinner seating for 400 guests (56 – 8’ long tables seat 8 people; there are also 9 round tables that seat 6-8 & is 5 feet across and 390 chairs) - 3 - 100 cup coffee pots (to make: use 2 ½ - 8 oz cups of grounds per 100 cup pot); PA system; Air conditioning

Armory: Gymnasium; Air conditioning; Basketball Hoops; Inflatables allowed



**FACILITY RENTAL
LEASE AGREEMENT**

Facility Renting: _____

City Cleaning: Yes / No

Date of Event: _____

Type of Event: _____

Rental Time:

From _____ **o'clock** _____ **M. on the** _____ **day of** _____, _____

To _____ **o'clock** _____ **M. on the** _____ **day of** _____, _____.

Applicant Information

Name: _____

Address: _____
City State Zip

Phone Number: _____

Email: _____

THE CITY OF FLANDREAU, SOUTH DAKOTA agrees to allow the individual or organization named (**LEASEE**) to use the Facility described herein on the dates and for the hours indicated as above:

LEASEE agrees:

To provide a valid ID; to hold CITY, its officers, employees, and agents harmless for any claims, causes of action, or liability to any other person arising while LEASEE is using the premises and further agrees to indemnify the CITY from all defense costs, including attorney's fees, or from any other costs incurred in connection with claims for bodily injury or property damage which LEASEE causes either intentionally or negligently during the term of this LEASE.

LEASEE

CITY OF FLANDREAU

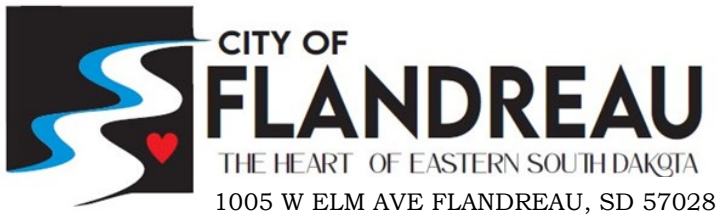
Name: _____ / _____
Signature Date

By: _____ / _____
Signature Date

Its: _____

FACILITY USE POLICY AND ACKNOWLEDGMENT

1. Use of the Facility is subject to the full and complete compliance with the following conditions:
 - a. The Facility will be cleared and cleaned by LEASEE following the event. (SEE CLEANING LIST) It is the responsibility of the LEASEE to set up for event and clean up the Facility after event. LEASEE will be responsible for cleaning chairs and tables and restoring them in a clean and acceptable condition following the event. LEASEE is also responsible for racking tables and chairs after event.
 - b. LEASEE shall be responsible for leaving the Facility in the same condition as immediately before the LEASEE's use of the Center.
 - c. LEASEE shall have the use of the kitchen, tables, chairs and restroom facilities within the Center, and shall be responsible for clean-up of said facilities and equipment, and any damage caused to such equipment and facilities.
 - d. **LEASEE shall not use nails, staples, tacks, or similar devices to attach items or decorations to any part of the Center, including the ceiling, and paintings, nor shall LEASEE use any tape or adhesive.**
 - e. **Glitter, confetti, tissue / crate paper, and other difficult to clean decorations are strictly prohibited.**
 - f. **LEASEE shall not skid heavy or sharp objects across the Facility floor. Any scratch marks or scuff marks made on the floor will result in the forfeiture of the deposit in the amount of damage caused.**
 - g. LEASEE shall pay \$250 per hour (minimum of one (1) hour) charge, for all cleaning and damage repair that needs to be done. This amount will be deducted from the deposit. If amount exceeds the deposit, LEASEE will be billed and required to reimburse City for incurred cost.
 - h. All minor age groups must have adult supervision on the premises at all times, provided by the LEASEE.
 - i. Exits/entrances to the Facility cannot be blocked at any time.
 - j. **All doors for the Facility must be locked at the end of the event.**
 - k. No tables, chairs, or kitchen furnishings may be removed from the premises.
 - l. The City reserves the right to refuse permission for the use of the Facility to any person or group.
2. In the event the LEASEE violates any of the conditions of this Rental Agreement, LEASEE forfeits the deposit (either entirely, or on a prorated basis); in addition, LEASEE shall be responsible to the City for the payment of any costs, expenses, or damages above the amount of the deposit.
3. LEASEE is not to sublet the remises or any part thereof without first obtaining the written consent of the City
4. LEASEE shall pay to the City the deposit and rental fees, and all rental paperwork must be filled out and returned for a date to be booked. Dates are reserved on a first come first served basis based on when paperwork has been received.
5. Requests for cancellation of the use of the Facility will entitle the LEASEE to a full return of the fees remitted, provided the cancellation is made thirty (30) days prior to the date of the use
 - a. **Failure to remit payment may result in cancellation of reservation.**
6. The damage deposit is refundable and will be returned to the LEASEE after the premises have been inspected and if no damage has occurred and the premises were left in as clean a condition as they were at the beginning of this Lease. In the event that the damage deposit is not sufficient to cover those expenses, the undersigned will be responsible for the actual cost thereof.
 - a. Contingent upon inspection of the premises following the event, the City will issue a deposit refund check via mail after the next regular City Council meeting.



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- 7. Any payment returned by the bank for any reason will be regarded as non-payment and will forfeit the LEASEE's reservation.
- 8. All events shall end by 1:30 AM and the building vacated by 2:00 AM. Any cleaning not completed at that time will result in charges being deducted from the LEASEE's deposit. If amount exceeds the deposit, LEASEE will be required to reimburse City for incurred cost. A city employee will check the Facility the following business day.
- 9. LEASEE is not allowed to sell alcoholic beverages to their guests without a proper alcohol permit from the City of Flandreau. LEASEE is not allowed to provide alcoholic beverages free of charge to guests without payment of alcohol permit. Guests are not allowed to bring alcoholic beverages onto the premises of the Facility unless alcohol permit has been obtained
 - a. If alcoholic beverages are lawfully permitted to be consumed on the premises, LEASEE agrees and understands that it will enforce all applicable South Dakota laws such as hours of permitted consumption and consumption of alcohol by minors.
- 10. The use of fog machines is prohibited in the Center. It is the LEASEE responsibility to inform music services that they are not allowed. Subject to a \$500 fine and deposit will not be refunded.**
- 11. A key to the Facility can be obtained at the City Office during business hours. Once event has ended, ensure all doors are locked then place the keys in the dropbox next to the municipal office door.
- 12. LEASEE is responsible for furnishing own security if appropriate for the activity taken place

Contact the City of Flandreau at 605-997-2492 with any questions during regular business hours.

LEASEE

CITY OF FLANDREAU

Name: _____ / _____
Signature Date

By: _____ / _____
Signature Date

Its: _____

Community Center Cleaning List

Note: This is not an all-inclusive list. The Facility must be returned to the same condition as prior to your rental. **Failure to return the premises to the same condition as prior to your event will result in the loss of partial or entire deposit.**

KITCHEN

1. Wipe down and clean all countertops and appliances (if necessary).
 - a. Follow cleaning instructions for Griddle if used.
2. Empty trash cans into dumpster; put new bags in trash cans.
3. There is a garbage can by the small sink in the kitchen for the used towels and dishcloths that are DRY. Please hang any wet towels on the sink, cart or counters. (Do not remove the towels or dishcloths from the premises)
4. Sweep floor and mop any spills.

BATHROOM

1. Empty trash receptacles and women’s sanitary disposal receptacles into trash bags and put trash bags in dumpster; put new bags in trash cans and women’s sanitary disposal receptacles.
2. Flush stools and urinals.
3. Sweep floor and mop any spills.

MAIN ROOM

1. Wipe off and clean tables and chairs (top and bottom).
2. Place all chairs and tables on designated racks / places:
Please put long tables back in the room by the kitchen
3. Stage needs to be put back away (if necessary)
4. Sweep floor and mop any spills.

OUTDOOR LITTER

1. Pick up any trash/litter/debris left by you or your guests outside the building or in the parking lot.

LIGHTS & DOORS

1. Ensure all lights are off
2. Ensure all doors are closed and locked at the end of the event.

• **SWEEP FLOORS AND MOP ANY SPILLS.**

- **Dust mop and wet mop ALL floors and bathrooms**
 - Dust Mops; Mop and Mop Bucket are kept next to the closet where the chairs are kept
 - Dust Mops – are RED dry mops used for sweeping only
- **DO NOT GET THE “RED” DUST MOPS WET**
 - Mops – are BLUE and used for wet mopping
- **ONLY USE DAWN DISH SOAP ON THE EPOXY FLOOR**

CLEANING GRIDDLE

1. **Let griddle cool down**
2. **Scrap any food scraps off the surface**
3. **While still warm with rag and water rubbing with the grain of metal clean surface**
4. **Once completely cooled**
5. **Apply oil to top and cover with cheese cloth**

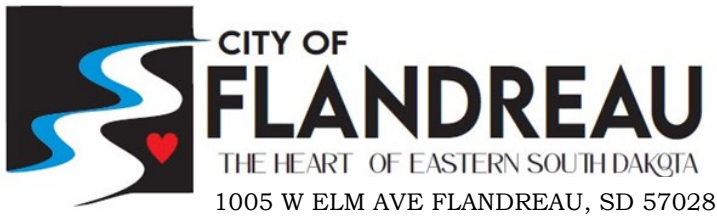
LEASEE

CITY OF FLANDREAU

Name: _____ / _____
Signature Date

By: _____ / _____
Signature Date

Its: _____



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Key Agreement

In return for the loan of this key(s), I/we agree:

- To not give or loan the key to any individual.
- To safeguard and store the key securely.
- To not make any attempts to copy, alter, duplicate, or reproduce the key.
- To use the key for authorized purpose only (the scheduled event(s)).
- To not move, remove, disturb or destroy any city property stored in the Community Center. LEASEE shall be liable for all costs associated with missing or damaged city property.
- To ensure all doors are closed and locked at the end of the event.
- If the key is lost, to reimburse the City of Flandreau.
- To immediately return the key after the scheduled event by placing in the drop box by the Municipal Office front door.

FOR OFFICE USE ONLY:	
Deposit	Rental
Amount Due: \$ _____	Amount Due: \$ _____
Date Paid _____	
Deposit Returned YES / NO	Date Paid: _____
Date Refunded: _____	
Cleaning	
City Cleaning After Event	YES / NO
Hours to Clean: _____	Additional Charge: _____
Temporary Liquor License Permit	
Temporary Liquor License Needed	YES / NO
Council Approval Required	YES / NO
Date for Council: _____	Applicant: _____
Amount Due: \$ _____	Date Paid: _____
Identification	
Form of ID: _____	
Copy of ID Attached	YES / NO
Comments:	

LEASEE

CITY OF FLANDREAU

Name: _____ / _____
Signature Date

By: _____ / _____
Signature Date

Its: _____