

Beverly Young, Village President

Beth James, Clerk

Phone: (269) 476-2344

HALL RENTAL AGREEMENT

Village of Vandalia



Now, therefore, in consideration of mutual promises, covenants, and conditions herein contained, the Village of Vandalia Hall and the undersigned, which is herein referred to as "Renter" agrees as follows:

1. FACILITY – The following describes seating capacity, rental fees, and rental periods. Some of these items will be referred to in this agreement. These items are in accordance with the fee structure established by the Village of Vandalia Council. The rental amount **MUST** be paid by the "Renter" to the Village of Vandalia and **RECEIVED** in the Village office **10 days prior to the date of use.**

<u>SEATING CAPACITY</u>	<u>RESIDENT RENTAL FEE</u>	<u>NON-RESIDENT FEE</u>	<u>RENTAL PERIODS</u>
80	\$100.00 * cash *(Proof of residency required)	\$200.00 cash	6 HOUR LIMIT- NOT TO EXCEED 12 Midnight

- **RENTERS MUST BE 21 TO RENT HALL AND PICK UP KEY**
- **STATE I.D. OR DRIVER'S LICENSE MUST BE PRESENTED AT SIGNING OF AGREEMENT**
- **KEYS MUST BE PICKED UP 24 HOURS PRIOR TO EVENT AT THE AGREED UPON TIME**
- **CASH PAYMENT IS REQUIRED WHEN BOOKING A RESERVATION, DATES WILL NOT BE HELD WITHOUT PAYMENT.**

2. RENTAL – No charge will be asked of for rental of hall for functions listed below:

- a) The **Village of Vandalia residents and immediate family**-food service after a funeral
- b) Political organizations, governmental functions, and senior citizen meetings
- c) A discounted rate of \$50.00 will be given to Village of Vandalia staff and council members.

***** For those users not charged for rental as listed above, there will be a security deposit *****

3. SECURITY DEPOSIT- All "Renters" shall pay a **cash security deposit of \$200.00** at the time the reservation is made. The security deposit **shall** be forfeited for any of the following reasons:

- a) Anything less than total clean up inside and outside.
- b) Failure to return key.
- c) Theft, lost, or damage to the hall or equipment.
- d) Use of hall in excess of the agreed upon 6 hour limit.
- e) Alcoholic beverages in hall and/ or on premises.

4. KEY PICK UP AND RETURN- The "Renter" shall pick up key from a designated Village Council Member or employee 24 hours before the rental period between hours agreed upon. **"Renter" shall return key to the Village Hall** on _____, _____, 20__ at ____:____ a.m. / p.m.

- **A copy of "Renters" State I.D. or Driver's License is required**

5. ACTIVITIES NOT PERMITTED- "Renter" shall be prohibited from allowing any of the following activities during rental period:

- a) No person shall possess consume alcoholic beverages within the building or on the grounds of the hall.
- b) No person having the use of the hall, other than designated public official acting at the direction of the Village Council, shall attach decorations to the ceilings or walls of the Hall.
- c) No person shall change the temperature on the thermostat.
- d) No regular church service shall be held in the hall.
- e) Sales of any kind for profit by organizations or individuals ("renter" cannot charge a fee for admission into event, such as a party cover charge).

6. **CLEAN UP PROCEDURES** – Prior to the expiration of the rental period, "Renter" shall leave the facility clean and ready for the next group. "Renter" will **not** be allowed to return at a later date to clean the facility. Clean up **must** began at least a 1/2 hour before rental time expires. Clean up is your responsibility and shall include the following procedures:

- a) Wipe all counters, tables, and chairs if used.
- b) Clean coffee urn, stove, and refrigerator if used.
- c) Sweep and mop the floor.
- d) Must provide own trash bags, bag and close all trash and debris and place into the dumpster located outside.
- e) Turn off all faucets and lights before vacating premises.
- f) The immediate parking area shall be cleaned.
- g) Lock all doors before vacating premises.

7. **ATTORNEY'S FEES** – "Renters" hereto agrees to pay the reasonable attorney's fees of the Village Hall, incurred by the Village, in enforcing the terms of the agreement in the event of a violation of terms or covenants herein contained by "Renter".

8. The Village of Vandalia shall not be liable to "Renter" for any personal or property damages sustained by "Renter" arising out of or in any manner connected with any activities by this agreement and/or any activities and/or incidences incidental thereto.

9. **INDEMNIFICATION CLAUSE:** In consideration of the granting of this agreement by the Village of Vandalia Council, "Renter" hereby agrees to indemnify, hold harmless and defend the Village of Vandalia from and against any and all actions or causes of action; claims, demands, liabilities, loss, damage, or expense of whatsoever kind of nature, including attorney's fees, which the Village of Vandalia may suffer or incur or persons, or by reason of damage to or destruction of any property, including the loss, arising out of or in any manner incidences incidental thereto, or which the Village of Vandalia may sustain or incur in connection with any litigation, investigation, or other expenditures incident thereto, including any suit instituted by the Village, under this indemnification clause to the fullest extent permitted by law, except that "Renter" shall not indemnify the Village of Vandalia for the sole negligence of the Village of Vandalia.

10. The rental fee of \$ _____ .00 will cover the rental of the Village of Vandalia Hall on the _____ day of _____ 20____. Between the hours of _____ to _____ a.m. / p.m. only (not to exceed 12 Midnight).

11. IN WITNESS WHEREOF, THE VILLAGE OF VANDALIA AND RENTER EXECUTE THIS AGREEMENT THIS _____ DAY OF _____, 20 _____.

THE VILLAGE OF VANDALIA- BY _____
SIGNATURE

<p>For Office Use Only:</p> <p>Agreed upon date/time of key return:</p> <p>Date: _____</p> <p>Time: _____</p> <p>Deposit Amount \$ _____ .00</p>

RENTER-BY _____
SIGNATURE
Address/Phone # _____