T**ilden City Auditorium- Rental Agreement**

**104 w 2nd street**

Name: ­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone :(\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

EVENT DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EVENT DESCRIPTION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ FEE ASSESSED: \_\_\_\_\_\_\_\_\_\_\_**

**ALCOHOL: Yes/No (please circle) FEE ASSESSED: \_\_\_\_\_\_\_\_\_\_\_**

**ADDITIONAL DAYS: Yes/No (please circle)** **FEE ASSESSED: \_\_\_\_\_\_\_\_\_\_\_**

A $100 fee is required for each additional day

**TOTAL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**REFUNDABLE SECURITY DEPOSIT DEPOSIT TOTAL: \_\_\_\_\_\_\_\_\_\_\_\_**

Equal to total rental fee

The undersigned Applicant/User/Lessee hereby applies for a reservation at the Tilden City Auditorium for the above listed event and date. By signing below, Applicant/User/Lessee agrees that he/she is authorized to negotiate and sign this agreement on behalf of the individual, group, or organization renting the facility. Applicant/User/Lessee agrees that the individual, group or organization will observe the policies stated on pages 2 & 3 of this agreement

**Lessee states that he/she has read the rules and regulations on pages 2 & 3 of this agreement and agrees to abide by them.**

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

Signature of Applicant Date

**CONSENT – RELEASE – HOLD HARMLESS**

In consideration for use of the premises known as Tilden City Auditorium, by entering into this Contract, the Lessee shall hereby release and forever discharge the City of Tilden, Nebraska, from any and all actions, causes of actions, 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 or the occupancy of the premises that may be attributable specifically to the Lessee, Lessee’s guests, or use of the premises. It being further understood that the City of Tilden is not responsible for the activity for which the Lessee is using the Tilden City Auditorium.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Authorized Signature - Lessee**  **Date**

**\_\_\_\_\_ Liability Insurance Verified**

**\_\_\_\_\_ Tarps will be laid down by the lessee to protect the Auditorium floor**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Authorized Signature - City of Tilden Date**

**Tilden City Auditorium Rules and Regulations**

1. The following fee will be collected per event described in rental agreement:
   1. Auditorium/Gymnasium (Weddings or Auctions) $350.00
   2. If alcohol is served $100.00
   3. General Use (Birthday Parties/Graduations) $100.00
   4. Nonprofit use $1.00
   5. Deposit Required Equal to total rental fee
2. Alcoholic beverages
   1. A Special Designated Liquor License is required through a valid liquor license holder for:

* All Weddings
* If alcohol is sold or given away to the public (any public event)
* Event is advertised in any way (advertised includes Facebook)
* Any ticketed or donation entry event

Alcoholic beverages are allowed only upon approval of a Special Designated Liquor License by the Tilden City Council. The Special Designated Liquor License holder shall have insurance coverage on the event or a Liquor Liability on the policy and add the City as an additional insured. The event holder shall insure that all liquor laws of the State of Nebraska are enforced. Drinks may only be served by the party holding the Special Designated License.

* 1. Private events – with prior approval of the Tilden City Council, alcohol consumption for a private, invitation only event, may be allowed.

1. Rental fees for weddings and auctions include 24 hours prior to rental date for set up and until noon the following day for tear down. Each additional day requires $100 fee.
2. A refundable security deposit equal to the total rental fee is required. A separate check will be held and cashed only if needed to cover repairs or extra cleaning costs the city incurs as a result of this event.
3. Total rental fee and deposit must be paid prior to use of building.
4. Lessee must return all building keys within 24 hours of event end.
5. After the event, any materials and/or food brought into the facility should be removed completely. All furniture should be put back properly. All spills should be cleaned up. Failure to return the facility back to its pre-event condition may result in charges being deducted from the refundable security deposit to cover costs to the city.
6. Lessee accepts the building, its furnishings, fixtures and equipment in their present condition and state of repair and agrees that, upon the end of the rental term, the building will be vacated and surrendered in the same condition as received.
7. Lessee agrees to return the building and property to good, clean condition including restrooms, bleacher area and outside grounds.
8. Lessee shall maintain sufficient liability insurance covering the event herein. The City of Tilden may require special liability insurance at Applicant/User/Lessee’s expense and proof of such insurance policy must be in the City Clerk’s office at least five (5) days prior to the rental period.
9. Lessee is liable for the building and its furnishings, fixtures and equipment during the reserved time. All repairs and/or replacements required to return the building, its furnishings, fixtures and equipment to its present condition will be at the expense of the Applicant/User/Lessee.
10. Lessee shall use the leased premises for the above described event only. Further, the applicant shall not cause or permit the leased premises to be used for any unlawful activity or purpose whatsoever.
11. Lessee shall not assign, sublet or relinquish the leased premises or any part thereof without the prior written consent of The City of Tilden.
12. Lessee shall use all due care and diligence in guarding the leased premises from damage by fire, theft, vandalism, and other casualties.
13. Glass Bottles are not permitted on the leased premises.
14. Lessee is not permitted to use nails, thumbtacks, staples, glue, or any other adhesive to hang or secure materials to the walls, floors, windows, light fixtures, ceilings, pillars, stage, or other parts of the building. Applicant/User/Lessee is only permitted to apply Blue Painters tape to walls, floors, benches, or any surface within the building.
15. Lessee shall not install any wire, electrical appliances, plumbing fixtures, pipes, locks or signs without first securing written consent from The City of Tilden.
16. All hallways and doors shall be kept clear for safety purposes and the front door shall remain unlocked during the function. Lessee shall check all doors prior to vacating the building to make sure they are properly closed and locked.
17. Lessee shall keep all water fountains clear and uncovered.
18. Lessee shall not take down wall mats. They must remain bolted to the wall.
19. Lessee shall not tie or attach anything to electrical lines, water lines, overhead lights and fans.
20. Please do not drag tables, chairs or any other furnishings across gym floor. These must be carried to avoid damage to the floor.
21. Trash cans must be emptied outside. Please do not remove full trash liners inside the building. Take them outside to empty.
22. **Tarps need to be laid down during entire event.**
23. **SENIOR CITIZENS CENTER IS NOT INCLUDED IN THE COST OF RENTAL!**
24. The lift is ***NOT*** available for use in decorating!