

RENTAL / LEASE CONTRACT

DATE: _____

INSTRUCTOR: _____

SS NO.: _____ TELEPHONE: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

+

PROGRAM NAME: _____ PROGRAM LOCATION: _____

RENTAL / LEASE AGREEMENT: *Payment Amount* \$ _____ Monthly / Per Session / Total Amount

LENGTH OF PROGRAM: Beginning: _____ Ending: _____

TIME OF PROGRAM: Begins: _____ Ends: _____ Day(s): _____

TERMS:

SUPPLIES FURNISHED BY: _____

ADVERTISING BY: _____

SPECIAL INSTRUCTION(S): _____

This agreement made this the _____ day of _____, 20____ between
the undersigned, _____ and the City of Valley
Parks and Recreation.

This is the entire agreement of the parties plus the attached facility agreement and there are no other agreements, written or oral, other than as specifically set forth herein.

INWITNESS WHEREOF, the parties have hereunto caused this agreement to be signed by the appropriate parties, this the date first above written.

ATTEST:

PROGRAM INSTRUCTOR:

ATTEST:

CITY OF VALLEY, PARKS & RECREATION:

RENTAL AGREEMENT

THIS AGREEMENT executed as of the _____ day of _____, 20_____, by and between the CITY OF VALLEY, COMMUNITY CENTER here in after referred as the "CITY" of the first part and

Name: _____

Street: _____, City: _____ State: _____ Postal Code: _____

hereinafter called "USER", of the second part.

WITNESSETH: For and in consideration of the sum of _____ DOLLARS (\$ _____) paid in advance, the "CITY" agrees that "User" shall have the use of the _____ area for only the time and purpose as specified in writing (copy attached) and shall be hereinafter stated upon the following terms and conditions:

1. USER shall use designated section of facility only for the purpose as specified by the attached written request and subject to all rules and regulations of the CITY OF VALLEY, COMMUNITY CENTER.
2. Day and time of said use shall be the _____ day of _____, 20_____, from _____ (am) (pm) to _____ (am) (pm) which shall be called "BOOKING DATE."
3. In the event the booking is cancelled by USER more than twenty-four (24) hours in advance of booking date, "CITY" will refund the payment to "USER." However, if "USER" shall cancel booking within twenty-four (24) hours of the booking date the payment shall be forfeited to the "CITY." Allow two weeks for refund.
4. The "CITY" agrees to furnish general lighting from the permanent fixtures, outlets and equipment in the facility, heat and air conditioning, water for normal use as now installed in the facility; however failure to furnish any of the foregoing resulting from circumstances beyond the control of the "CITY" shall not be considered a breach of this agreement. The "CITY" reserves the right to eliminate from the fixtures supplied by it and specific items such as lighting, sound systems, musical instrument(s), etc. The "CITY" reserves the right to approve any and all equipment to be furnished, installed or used by "USER" and any such additional equipment authorized and used by "USER" shall be removed immediately at the termination of "USER'S" booking date.
5. USER shall at "USER'S" expense provide, if required, () Fire Marshall and/or () policeman to provide adequate protection to persons and property. "USER" shall pay same at \$ _____ per hour.
6. "USER," at the termination of booking date shall return premises and all furniture, props, equipment and fixtures used in connection therewith to the "CITY" in as good condition as when turned over to "USER" – normal wear and tear expected. "USER" assumes all risk of damage to, and loss by theft or otherwise of building fixtures, appliances, and property of the "USER" or the "USER'S" exhibitors, contestants, and those contracting with "USER" as well as employees thereof, and the "CITY" is hereby expressly released and discharged from any liability for any such loss.
7. The "CITY" will not be responsible for protection of "USER'S" property on the premises against loss by fire, theft, accident or other cause. In the event the "USER" desires to have "USER'S" property on the premises insured against loss by fire or otherwise, "USER" shall obtain such insurance at "USER'S" expense.
8. The "USER" shall not have the right to assign this agreement or any rights hereunder nor to sublet said premises without the prior consent of the "CITY."
9. The "CITY" specifically reserves any and all concessions, including ice cream, food, and programs; "USER" may be allowed privilege of same by paying use fee of \$ _____ and is limited to the sale of _____.
10. The "CITY" reserves all radio and television broadcast rights with no exceptions unless by written permission by the "CITY."
11. "USER" agrees that his performers, agents, participants, and employees shall not conduct themselves so as to cause hazardous situations. No souvenirs or items that lend themselves to being thrown shall be sold.
12. Music or program to stop fifteen (15) minutes before expiration time of contract. Facility must be cleared when contract expires, or an additional rental will apply.
13. The sale or consumption of alcoholic beverages on premises is strictly prohibited.
14. Fire and safety regulations shall be observed.

