



**COMMUNITY BUILDING
RENTAL AGREEMENT**

This rental agreement is entered into on this _____ day of _____, 20_____, by and between the Village of Adams, Nebraska, a municipal corporation, hereinafter referred to as “Lessor”, and _____, hereinafter referred to as “Lessee(s)”.

1. Term: Lessor agrees to lease to Lessee(s) the Adams Community Center on _____, 20_____

_____	Individuals for Profit Entities	\$100.00
_____	Individuals for Profit Entities (meeting room only- no kitchen)	\$50.00
_____	Non-Profit Entities and Benefits	No Charge

2. Damage Deposit: Lessee(s) shall deposit with Lessor a damage deposit in the amount of \$200.00- cash prior to each rental. Prior to each rental, a pre rental inspection shall be made to determine existing damages and cleanliness of the facility or room. Lessee(s) shall return the facility to Lessor in the same condition as when the Lessee(s) took possession of the facility or room. After each rental, a post-rental inspection shall be made to assess what damages, if any, were caused by the Lessee(s) rental of the facility or room and the cleanliness of the facility or room. If the facility or room is returned to the Lessor in the same as when Lessee(s) took possession, the entire damage deposit shall be returned to the Lessee(s). If Lessor is required to clean the facility or room after rental by Lessee(s), a charge for cleaning the facility of \$25.00 per hour spent cleaning shall be deducted from Lessee(s) damage deposit. The cost to the Lessor to repair any damage to the facility of room, or to the contents of the facility of room, caused by the Lessee(s) rental of the facility or room shall be deducted from the Lessee(s) damage deposit.

3. Rental and Damage Deposit Payments. All rental and damage deposit payments shall be made to the Village of Adams at the time of executing this Rental Agreement. The damage deposit shall be paid in CASH.

4. Consumption of Alcoholic Beverages. (a) No alcoholic beverages shall be consumed inside the facility without Lessee(s) receiving prior approval from the Village Board of Trustees. If Lessee(s) desires to have alcoholic beverages consumed at Lessee(s) event, Lessee(s) shall make a written application to the Village Board of Trustees and shall be present at the meeting when the liquor request is being considered. The Village Board of Trustees reserves the right to reject any and all liquor requests. If the Lessee(s) liquor request is approved, Lessee(s) agrees that no alcoholic beverages shall be consumed outside of the Community Center, and agrees to abide by all statutes of the State of Nebraska and rules and regulations of the Nebraska Liquor Control Commission regulating the sale,

Office Use Only:

Deposit Date: _____ Amount: _____ Cash Check Number: _____
 Rental Date: _____ Amount: _____ Cash Check Number: _____

serving, or consumption of alcoholic beverages. (b) If permission is granted by the Village Board of Trustees for the Lessee(s) to consume alcohol at the center, and the event is going to be open to the general public, the Lessee(s) shall be required to hire someone possessing a Class K (catering license) to cater alcoholic beverages for the event, and the person holding a Class K (catering license) shall be required to apply for and obtain a Special Designated License for the event from the Nebraska Liquor Control Commission.

5. **Unlawful Activities** Lessee(s) agrees that the facility shall not be used for any unlawful purpose whatsoever.
6. **Right of Entry** Lessee(s) agrees that Lessor, or its agents or employees, shall have the right to enter the facility at any time to view the same or for any necessary purpose.
7. **Termination of Rental Agreement** Lessor has the right to terminate this rental agreement if the United States of America, State of Nebraska, County Gage, Public Health Solutions, or the Village of Adams put in place Directed Health Measures to slow or prevent the transmission of the COVID-19 virus, or any other virus.
8. **Compliance with Directed Health Measures. Lessee agrees to comply with all Directed Health Measures or restrictions instituted by the** United States of America, State of Nebraska, County Gage, Public Health Solutions, or the Village of Adams. Lessee acknowledges that the current Directed Health Measure in place limits the number of people at a public or private gatherings, and that individuals must practice social distancing between each other. Lessee assumes all risks of the spread of the COVID-19 virus during its/their gathering at the Community Building, and releases the Village of Adams, Nebraska from all liability resulting from sickness or death from transmission of the COVID-19 at the event for which Lessee rented the facility.
9. **Indemnification.** Lessee(s) agrees to indemnify and hold Lessor, its elected officials, officers, agents and employees, harmless from any and all liability, damages or costs, including attorney fees, arising out of any injury to any person and damage to any property sustained upon the premises during the time Lessee(s) was in possession of the facility; provided that no such indemnification shall be required with respect to any injury or damage arising out of the affirmative negligence or omission of Lessor.

IN WITNESS WHEREOF, the parties have caused this Rental Agreement to be signed the day and year first written above.

VILLAGE OF ADAMS, NEBRASKA,

Lessor By _____

Lessee(s) _____
