

# Ethan Community Center

PO Box 25 ■ Ethan, SD 57334 ■ Phone: (605) 227-4230 ■ Fax: (605) 227-1430

## Ethan Community Center Rental/Use Contract

Thank you for your reserving the Ethan Community Center for your event. Please carefully review the following information and sign if you agree to all terms of the Ethan Community Center Rental/Use Contract (hereinafter referred to as "Contract").

Town of Ethan, and the undersigned Renter, mutually covenant and agree as follows:

1. **Renter:** \_\_\_\_\_  
(hereinafter referred to as "Renter") shall have the use of the Ethan Community Center as follows:
2. **Name of Event:** \_\_\_\_\_
3. **Number of People expected at the Event** \_\_\_\_\_
4. **Date:** \_\_\_\_\_ **to Date:** \_\_\_\_\_
5. **Rental Option:** \_\_\_\_\_ **Extra Setup Days:** \_\_\_\_\_
6. **Cost:** \_\_\_\_\_ **Deposit:** \_\_\_\_\_

Option 1	Meeting Room or Basement Only	\$25.00	Renter Setup & Cleanup
Option 2	Main Hall Only	\$75.00	Renter Setup & Cleanup
Option 3	Hall and Kitchen	\$100.00	Renter Setup & Cleanup
Option 4	Sound System Use	\$25.00	Renter Setup & Cleanup

1. **Damage.** Renter shall be financially responsible for any and all damage to equipment, sound system, facilities and grounds as a result of its use and shall reimburse the Town of Ethan *in full* for the expense of such damage. A **\$50.00 damage deposit** will be charged in addition to the Rental/Use contract cost. A **\$100.00 damage/loss deposit** will be charged for use of the sound system. ***Any deposit will be refunded after the event, provided all terms of this agreement have been met and the facility has been properly cleaned.*** If the event is cancelled, at least a 7-day notice must be given or the deposit will be forfeited.
2. **Loss or Damage.** The parties agree that the Town of Ethan shall not assume any responsibility or liability for any damages to person or property as a result of this Contract, to include but not limited to the following:
  - (a) Loss or damage to any property placed on the premises by Renter.
  - (b) Loss or damage to any property or personal effects, including motor vehicles and the contents of the Renter, its members, employees, agents, participants, guests, or attendees.

3. **Insurance.** The Town of Ethan may require Renter to provide proof of insurance. Renter's failure to provide proof of insurance shall not affect the terms of this Contract.
4. **Facility.** Push pins, tacks, nails, screws, tape, adhesives, or fixtures of any kind may not be driven into the walls, woodwork, floors, or ceilings of the Ethan Community Center. Tape must be removed without residue.
5. **Equipment Use.** No tables, chairs, equipment, or other property may be removed from the Community Center.
6. **Responsibilities of Renter.** Renter is responsible for the following:
  - (a) Setup and removal of all decorations.
  - (b) Cleaning the kitchen, including the ovens when necessary. Dishes and kitchen equipment must be washed, dried, and put away.
  - (c) Putting up and taking down the tables and chairs and putting away anything else Renter may have used. Eight tables with eight chairs each shall be left set up. Cleaning must take place the same night.
  - (d) Taking out the garbage. (If there is just a little in a basket combine them, including the bathroom baskets, into one bag and take out. Put garbage into dumpster. Put clean, new bags in the baskets.)
  - (e) Turning off all indoor lights, ceiling fans, locking all doors and shutting all windows.
  - (f) Returning the key(s) to City Hall or leaving key(s) in the drop box outside the front doors.
7. **Closing.** Evening activities must end by or before 1:30 a.m. Dances cannot continue any later than 1:00 a.m. Youth activities must be chaperoned by adults.
8. **Laws.** The Renter shall abide by all local ordinances as well as state and federal laws.
9. This is a non-smoking facility.
10. The sale of alcohol is prohibited.

**PLEASE COMPLETE THE FOLLOWING:**

Renter name: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Home phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

Beginning Time: \_\_\_\_\_ Ending Time: \_\_\_\_\_

Preferred Setup Date: \_\_\_\_\_ Setup Time: \_\_\_\_\_

Date Renter will pick up access key: \_\_\_\_\_

**HOLD HARMLESS AGREEMENT**

The Renter of the Ethan Community Center, \_\_\_\_\_ shall indemnify and hold harmless the Town of Ethan and its agents, employees, and volunteers from and against any and all claims, damages, losses and expenses, including but not limited to Renter's attorney's fees, arising out of or resulting from any act, any accident, injury, or damage whatsoever occurring in or at the Ethan Community Center. The Renter hereby expressly indemnifies the Town of Ethan for any loss or damages assessed against the Town of Ethan, its agents, employees, and volunteers. Renter agrees to bear responsibility for any attorney's fees incurred by the Town of Ethan as a result of this Contract.

**I have read, understand, and agree to the terms of this Rental/Use Contract.**

\_\_\_\_\_  
Date (Required)

\_\_\_\_\_  
Renter's Signature

TOWN OF ETHAN

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Its City Finance Officer

**Return a signed copy of this Contract along with payments.**

**Retain a copy for your records.**

Approved: Town Board 6-13-16/amended 12-16-2019