

# **CITY OF CROUCH**

## **Community Hall Rental Agreement**

**\*\*\*\*\*OBTAIN KEY BOX CODE FROM CLERK TO ACCESS HALL\*\*\*\*\***

### **1. Parties and Duration of Agreement**

The City of Crouch hereby grants to (renter) \_\_\_\_\_, use of the Community Hall, located at 329 Old Crouch Road, Garden Valley, Idaho, for the following purpose:

<input type="checkbox"/> Recreational	<input type="checkbox"/> Meeting	<input type="checkbox"/> Other	<input type="checkbox"/> Alcoholic beverages to be served
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Specifically described as: \_\_\_\_\_  
occurring on (Date/s) \_\_\_\_\_ from (start time) \_\_\_\_\_ until (finish time) \_\_\_\_\_  
upon receipt of Rental fee, at least two weeks in advance in the amount of \$ \_\_\_\_\_ and a  
cleaning/damage deposit in the amount of \$ \_\_\_\_\_ in addition to a \$100.00 alcohol deposit, if  
applicable\*. **ADDITIONAL Time Will be Charged \$10 an Hour**

### **2. Restrictions**

a. The City of Crouch reserves the right to inspect all activities and/or property on the premises and eject users found to be in violation of any city, state or federal law or ordinance. The City of Crouch reserves the right to interrupt any event deemed a public nuisance or threat to public health or safety. Renter waives any claim for damages or compensation from the City of Crouch if such interruption occurs. All entities must pay.

**PLEASE READ AND INITIAL EACH RESTRICTION STATING YOU ARE IN AGREEMENT**

\_\_\_\_\_ Renter shall prevent the **use of alcohol** without prior approval of the City of Crouch. If approval is obtained, Renter or caterer shall provide, seven days prior to date of rental, proof of private insurance to cover said event and naming the City of Crouch as "Additional Named Insured", with minimum limit of liability at \$500,000. **Catering Permits are REQUIRED for SELLING OR DISTRUBUTING ALL ALCOHOLIC BEVERAGES (\$20 per day, not to exceed three (3) consecutive days) HARD LIQUOR MUST be CATERED/ SERVED BY an IDAHO STATE LICENSED SELLER OR DISTRIBUTOR.**

\_\_\_\_\_ Renter shall not injure, deface or otherwise alter the Community Hall or property therein and **shall not drive or permit others to drive nails, hooks, tacks or screws into any part of the Community Hall or furnishings located therein or to apply tape or other materials to the walls, furnishings, equipment or other property of the Community Hall.**

\_\_\_\_\_ Renter shall not permit smoking or the use of open flames, **flammable substances** or flammable decorations.

\_\_\_\_\_ Renter shall not allow the presence of minors without parental or designated adult supervision.

\_\_\_\_\_ Renter shall not allow occupancy to exceed fire marshal recommendation of 291 people.

\_\_\_\_\_ Renter shall not allow the use of roller skates, skateboards, bicycles or any other transportations device.

\_\_\_\_\_ Renter shall not allow activities which involve ballistic items (e.g. , kickball, t-ball)

For Office Use
Deposit Check _____ Rent Paid _____ Cleaning Deposit Destroyed _____

**3. Assumption of Risk** Renter assumes liability for their own events and agrees to indemnify, defend and hold harmless the City of Crouch, its officers, directors, agents and employees from and against all claims, damages, losses and expenses including reasonable attorneys' fees arising out of the use of the Community Hall under this Agreement unless such loss or damage is caused by intentional acts or gross negligence of the City of Crouch or its employees or agents.

**4. Failure to Take Possession; Refund Policy**

a. If the Renter fails to use the Community Hall for the duration agreed to in this Agreement, no refund of fees or advance payments shall be made unless notice is given to the City of Crouch at least seven days prior to the agreed date.

b. In the event the Community Hall is not available for occupancy during the term of this contract due to circumstances beyond the City's control, the obligations of both parties are terminated, and any unused portion of fees will be promptly returned to Renter. Renter waives all claims against the City of Crouch for damages or compensation related to the unavailability of the Community Hall.

**5. Removal of Property** In the event that Renter fails to remove its property from the premises of the Community Hall after completion of the agreed contract date, the City of Crouch reserves the right to remove, place in storage or otherwise dispose of such property at the sole cost and expense of the Renter. Renter hereby authorizes the City of Crouch to perform and deliver a statement of charges for such disposal.

**6. Cleaning and Damage Deposit** Renter agrees to restore the Community Hall to its original standard of cleanliness **before** term of contract is expired. **ADDITIONAL Time Will be Charged \$10 an Hour** Renter forfeits all or part of the deposit if Hall is damaged or requires further cleaning. If cost of cleaning or repairs exceeds the deposit, the City of Crouch reserves the right to contract for such services as required and deliver a statement of charges for which Renter is responsible to reimburse the City of Crouch

**7. Disputes** Both parties agree that any disputes arising as a result of this contract shall be governed by the laws of the State of Idaho and such parties shall seek mediation prior to filing suit. Should mediation fail to settle a dispute, the prevailing party in any lawsuit shall be entitled to recover, in addition to damages and other remedies, reasonable attorneys' fees, costs and expenses incurred.

**8. Calendar of Events** Renter has the option of announcing the event by contacting The Idaho World at (208)462-3487 requesting the event be added to the newspaper's Calendar of Events.

**SIGNED BY:** \_\_\_\_\_ **Renter Phone:** \_\_\_\_\_  
*(Renter must be 21 or older to sign)*

**Renter Address:** \_\_\_\_\_

**Renter Email:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**City of Crouch, BY** \_\_\_\_\_  
**(Name) (Title) (Date)**

<b>FEE SCHEDULE</b>	<b>Garden Valley Residents</b>	<b>Non-Residents</b>
Cleaning/Damage Deposit	\$75.00	\$100.00
Hourly Rental	\$10.00	\$25.00
Daily (24 hours) Rental	\$150.00	\$250.00
Alcohol Deposit	\$100.00	\$100.00

*All deposits to be refunded / destroyed after satisfactory inspection.*

**The City of Crouch Accepts Checks, Cash, Debit/Credit Cards**

**After Use to insure refund of Cleaning Deposit:**

Remove all trash from all trash cans & replace new trash bags into cans. Haul the trash away with you. We do not have trash service.
Remove all personal property you brought to the Community Hall
Move and <b>clean</b> all <b>chairs, tables</b> and/or other furniture to original location
Clean Restrooms (empty trash, new bags, clean sink and toilet, sweep & mop floors)
Clean Kitchen (stove, sinks, all utensils and floors. Remove items from the refrigerator and clean any spills in it)
Make sure that the stove is completely off
Sweep Hall & Stage floors and mop
Turn thermostat down to 55 degrees, swamp cooler and fans turned off
Turn off all of the lights (bathrooms, kitchen and hall)
Hall window coverings lowered
Inspect exterior of building for trash or personal items
Lock all 4 doors (front, kitchen side, closet side & north side)
Return key to the lock box & make sure code is in place for door to shut.
Twirl the dials on the lock box so they aren't the actual code. Slide cover.
<b>Cleaning products can be found in the cabinet in the kitchen</b>

**\*This Hall is for the Whole Community to use and enjoy, please be sure to leave it ready for use for the next person!**

**Items available for your use:**

1. Kitchen with stove, refrigerator, microwave and industrial sinks
2. Tables in the hall closet
3. Chairs
4. Stage
5. Restrooms

*If you need immediate assistance for an emergency, you may contact the City Clerk, Janet Juroch at (208) 462-4557(home) or (208) 831-7052 (Cell) OR Text Teresa Archer at 208-949-6989. Please reserve use of these numbers for emergencies only. Anything else that can wait, please let it wait, for regular business hours. Thank you!*

**PERSONAL USAGE OF THE KITCHEN ONLY, NOT FOR COMMERCIAL USE**

**You may keep this sheet for reference, this is also posted in the Hall.**