

CITY OF RAWLINS DEPOT RENTAL AGREEMENT

Beginning Rental	Day of Week _____	(7 Business Days) \$150.00 per room is due	Date _____
On Website		(C) Center Room - Exclusive Use of Kitchen (E) East Room - No Kitchen Use (B) Both Rooms	Amount \$ _____ Amount \$ _____
Waived Rental Fees require a Non-Profit Tax Number		Key(s) Assigned	Date Key Picked-up:
Tax Number: _____			Date Key Returned:
Group Name:		Renter(s) Initials:	
Renter Name:		Contact Phone Number:	Contact Phone Number:
Mailing Address:			
City, State, ZIP:			
Email (Optional):			

This Agreement, made and entered into this ____ day of _____, 202__, for the purpose of renting community rooms at the Depot by and between the City of Rawlins, a Municipal Corporation, hereinafter referred to as "The City", and _____ hereinafter referred to as "Renter".

Please Print your (Group or Renters) Name (see page 3 for required signatures)

1. **Reservation Requests** must be made during business hours, Monday-Friday, 8:00AM to 5:00PM by calling 307-328-4500 and will be handled on a first-come, first-serve basis with exclusive use of kitchen reserved for the Center Room rental only. To secure your rental date \$150.00 must be paid within 7 business days of your reservation request. All additional requests including number of tables or chairs must be made at time of reservation or at least 48 hours before the rental date by a responsible spokesperson from the Renter (or group) seeking to use the facility. This person **must be 18 years or older**.
2. **Rental Fee:** There is a \$100.00 non-refundable **per room per day** rental fee. To rent the entire depot (East room, Center room and Kitchen) the rental fee is **\$200.00 per day plus deposit** (see Deposit Fee listed below).
3. **Security Deposit Fee:** There is a \$150.00 security deposit required **per room from all users** of the depot. To rent the entire depot (East room, Center room and Kitchen) the security deposit fee is **\$300.00 plus Rental Fee** (see Rental Fee listed above). This will be returned via check from the Finance Department (within 5 weeks after the event) if the rooms are cleaned, there is no damage to the equipment or the facility, all trash generated by your event inside or outside has been picked up and you have vacated the building by the end of your paid rental time of 7:00AM. The City will bill any user of the depot for additional charges beyond the amount of the deposit.
4. **Cancellation Policy:** A full refund of fees or charges will be given if cancellation is made 7 business days in advance of scheduled event. **If cancellation is not made at least 7 business days in advance, we retain the right to keep the full deposit fee.**

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5. **Keys are to be picked up by 4:00PM on the last business day before the rental date.** Keys will **not be given out** on Saturday, Sundays or observed Holidays as the City Hall is closed. If you are not able to be at City Hall you must send someone you trust to sign out the keys by 4:00PM on the last business day before your rental date.
Keys MUST be returned to City Hall office staff on the next business day after the rental event. A \$50 late fee will be assessed on the second business day after the rental event. On the third business day after the rental event a \$300.00 fee will be charged to the renter as the entire facility will have to be rekeyed.
6. **Alcohol** use is permitted for those who wish to obtain an open container permit from the Finance Department at a cost of \$10.00. The permit must be purchased two or three business days before the scheduled event.
7. **Smoking** is not allowed in any portion of the Depot at any time.
8. **24 Hour rented schedule** is on the day(s) reserved and paid for (24 hours from 7:00AM of the rental date to the next non-rental day at 7:00AM). **If you plan on setting up your event the day before or cleaning up the day after you must pay to rent the space for those days, this is non-negotiable.** If you are still in the Depot after 7:00AM on the day after your scheduled rental day(s) you will lose your deposit.
9. **Set up and take down:** Anyone using the rooms will be responsible for the set up and take down of their event during their scheduled rental time. **If you cannot find the cleaning supplies or they are not useable use the emergency contact numbers (see#16 below) to resolve this concern.**
 - **Return everything** to its proper place (tables, chairs, dishes, cleaning supplies, etc.).
 - **Kitchen** when used must have the sinks, counters, floors, refrigerator, microwave, and stove cleaned. **Please note there are no coffee pots in the Depot.**
 - **Balloons** must be removed completely from the rooms as well as outside the building.
Decorations No confetti or glitter of any kind will be allowed. NO SCOTCH TAPE, DUCT TAPE OR PINS ARE ALLOWED ON THE WALLS (Painter's tape is allowed).
 - **Floors** are to be vacuumed, dust mopped, and wet mopped as needed.
 - **Faucets** in restrooms and kitchen are to be tightened and not running before you leave the building.
 - **Toilets** are to be checked to make sure they are not running and are clear of waste.**Garbage (all garbage** located inside and outside of the building including Depot Park) **generated by your event** must be placed into the dumpster located on the east side of the building. **DO NOT USE ANY OTHER DUMPSTER!**
10. **There will be a written pre-inspection and a post-inspection of the facility** by a City Employee. If there are any questions or concerns, please contact City Hall at (307) 328-4500.
11. **Renter** shall be responsible for initiating, maintaining, and supervising all safety precautions and the **Renter** shall comply with all applicable laws, ordinances, rules,

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regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss while on the premises.

12. **Renter** shall at all times enforce strict discipline and good order among its employees and guests. The Renter by signing below accepts all responsibility for compliance with alcohol statutes and ordinances and will be subject to prosecution if a violation occurs.
13. **Renter** shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting from the act or omissions of renter, renters employees or guests, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property, including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of renter, renters employees or guests.
14. **Renter** shall allow the City and its representatives including police, access to the rented premises at all times.
15. **Renter** is responsible for closing and locking all external facility doors at the termination of the contracted rental period. **All external facility doors are to remain locked any time the building is unattended.**
16. **Emergency Numbers:** Building Custodian 307-321-5922(JD), additional emergency contacts: (901) 355-7190(Morris) or (989) 763-2139(Danielle). **Do not leave a message, find a live contact.**
17. **Governing Law:** This agreement is made under, and is to be construed and enforced, in accordance with the laws of the State of Wyoming. The parties acknowledge the governmental immunity of the City and agree that nothing herein shall be construed to void the government immunity granted to the City.

Thank you for your help in keeping this facility clean and maintained for community use.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it on the day and year written below.

Printed Name of City Representative

Date

City Representative's Signature

Printed Name of Renter

Date Renter Signed Contract

Renters Signature