

**CITY OF FAULKTON COMMUNITY ROOM
LEASE AND AGREEMENT**

This lease and agreement, made this ____ day of _____, _____, by and between the City of Faulkton, County of Faulk, State of South Dakota, hereinafter called the LESSOR, and _____ of _____, County of _____. State of _____, hereinafter called the LESSEE, whether one or more, WITNESSETH;

The LESSOR in consideration of the rents agreed to be paid by the LESSEE as hereinafter specified and the covenants herein contained has leased and by these presents does lease to the LESSEE subject to the provisions of this lease the following described premises situated in the County of Faulk and State of South Dakota,

The **Faulkton Community Center Room** at 1214 Court Street, Faulkton, South Dakota 57438, for the term of ____ day(s). _____
Date

The **Faulkton Community Center Kitchen** at 1214 Court Street, Faulkton, South Dakota 57438, for the term of ____ day (s). _____
Date

The LESSEE agrees to pay to the LESSOR as rent for the above described premises a sum of \$_____ per day for rental of the above building of which \$_____ is due upon booking and refundable following inspection. And \$_____ for utilization of the kitchen facilities.

The LESSEE agrees that, should their event include a "brown bag" spiking permit or temporary liquor license, any alcoholic beverages brought into said community center shall enter ONLY through the south entrance. Furthermore, said alcoholic beverages should not be taken through the north entrance/exit, nor shall they be brought through the doors of the gymnasium.

The LESSEE agrees to assume all responsibility and liability for any injury or damage to person or property on the facility or property during the above rental period and that one of the considerations for this rental agreement is that the LESSEE shall absolve and hold the LESSOR free from all injury and damage during the time that the LESSEE uses the facility under this agreement.

The LESSEE agrees to exercise caution and employ the assistance of at least two (2) persons in the setting-up and taking-down of tables within the community center. This is to insure that the LESSOR's tables are protected from damage caused by improper setup. Failure to follow this clause may result in additional charges to LESSEE for the repair and/or replacement of said tables.

The LESSEE agrees that this Lease Agreement pertains only to the community center facility and not the gym, weight room, or any other building or appurtenant space owned or leased by the Faulkton School District 24-3. This does not include the men's and woman's restrooms which are shared by the City of Faulkton and the Faulkton School District 24-3. By mention herein the LESSEE is considered aware of these conditions and if not followed the Faulkton School District 24-3 shall have the right to assess charges to the LESSEE for any damage done or cleaning fees.

The LESSEE agrees to leave the facility in the same condition in which it was found when leased. All tables and chairs must be cleaned off and taken down, the kitchen area must be wiped down thoroughly, all lights shut off, and please take all garbage to dumpster by the school. All doors must be locked at the completion of the event and the key(s) returned to the City Finance Office.

The undersigned person(s), organization or business does hereby enter into an agreement with the City of Faulkton, Faulk County, South Dakota, for the use and responsibility, as stated above, of the facilities of the Faulkton Community Center, 1214 Court Street, Faulkton, South Dakota.

LESSEE

Date

LESSOR

Date