

**TERMS AND RULES
COMMUNITY HOUSE
200 COMMUNITY DRIVE**

The undersigned Lessee has received, read and understands the terms and rules of the Community House and agrees to the terms and rules of this agreement. The City of Carthage shall lease the Community House in Davis Park based upon the following terms and rules:

1. No decorations shall be attached to the walls, ceilings or floors.
2. No animals allowed except Seeing Eye dogs.
3. No substance shall be placed on the floor for dancing.
4. No smoking or vaping inside the building. Smoking/vaping only allowed in parking lot.
5. **NO ALCOHOLIC BEVERAGES. IT IS ILLEGAL TO HAVE OR CONSUME ALCOHOLIC BEVERAGES IN A CITY PARK.**
6. The tables and chairs must be clean and returned to the closets from which they were removed.
7. The fee for usage is \$150.00 from 8:00 a.m. to midnight. A \$30 set up fee for day before event (5pm-12am) if available, will apply.
8. The deposit for usage is \$100.00. The deposit will be refunded after usage provided no damage occurs to the building or fixtures and no excessive accumulation of trash and debris. You will be responsible for two keys: one to the front door and second to the closet in kitchen. The closet in kitchen will have a broom, dust mop & wet mop. If you have any spills or excessive trash, this will be available for you to use. If the items **are not replaced** you **will not** receive your deposit back. A check will be mailed within two (2) weeks. Deposits **shall not** be refunded if reservation is canceled with less than thirty (30) day notice.
9. Any violation of these rules subjects the Lessee to forfeit all of the deposit.
10. Lessee shall not damage the fixtures or building in any manner. Lessee, individually and as authorized representative of the group, agrees to be individually responsible for any damage to the building or fixtures due to the use by the group and pay for such damage when requested.
11. Any violation of these terms or rules immediately terminates the use without notice and Lessee agrees to immediately vacate the premises.
12. Lessee represents its use of the premises shall be legal and shall not constitute a nuisance nor be hazardous.

Date: _____

Lessee's Initials: _____

13. Lessee, individually and as authorized representative of the group, agrees to indemnify, defend, and hold the City of Carthage harmless from any loss, attorney's fees, court and other costs, or claims arising out of use or operations at the Facility. Lessee shall indemnify, hold harmless, and defend the City of Carthage from and against all claims including negligence, damages, injuries to person, and expenses, including but not limited to attorney's fees arising out of or resulting from or alleged to have been sustained in connection with Lessee's use of the premises and its agents, specifically including any claims or actions based in whole or part on alleged negligence. The express indemnity of the City of Carthage by Lessee includes any alleged negligence acts or omissions by the City of Carthage. It is the parties' intent for Lessee to expressly indemnify and hold harmless the City of Carthage from alleged negligence allegations.
14. Put trash bags in dumpster before you leave.
15. This agreement gives you exclusive use of the Community House ONLY and ONLY on the date listed, Davis Park is open to the public at all times.

DO NOT SIGN THIS AGREEMENT UNLESS YOU FULLY UNDERSTAND THE TERMS AND RULES OF THIS AGREEMENT AND FULLY AGREE TO ITS TERMS AND RULES. NO CHANGES OR MODIFICATIONS TO THESE TERMS AND RULES EXIST. I UNDERSTAND THESE TERMS AND RULES AND CONSENT TO SUCH AGREEMENT INDIVIDUALLY AND AS THE AUTHORIZED REPRESENTATIVE OF THE GROUP.

LESSEE SIGNATURE, Individually and as Authorized Representative of the group

Event Date: _____ **Contact Name:** _____

Type of Event: _____

Time event will start: 8am

Time event will end: 12am

Address: _____

Telephone: _____ **Cell Phone:** _____

PLEASE TURN OFF LIGHTS IN MAIN ROOM WHEN YOU EXIT THE BUILDING!