

# Scherr-Howe Event Center Event Lease Short Term Agreement

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Mobridge, South Dakota, hereafter "Lessor" and \_\_\_\_\_ whose address is \_\_\_\_\_, hereafter "Lessee", states and the parties agree as follows:

Lessor, in consideration of the rents and covenants hereinafter mentioned, does hereby Lease unto the Lessee, and the Lessee does hereby agrees to lease from Lessor, the Scherr-Howe Event Center and services situated in Mobridge, South Dakota for the times and dates as set forth below. Lessee will be allowed exclusive use of the entire facility in full day increments, which includes a maximum of 2 days for setup and 1 day for cleanup as indicated below.

## Rental Fees and Rental Dates

For Profit Organizations:

\$50 per day for setup, for ____ day(s),	Date(s): _____	Total: \$ _____
\$250 per day for event for ____ day(s).	Date(s): _____	Total: \$ _____
\$50 per day for cleanup for 1 day,	Date: _____	<u>\$ 50.00</u>
\$150 floor covering required for non- sport event		\$ _____
		Sub Total: \$ _____
		Tax 6.5%: \$ _____

Total Rental Fees:

OR

Non-Profit Organizations and Individuals:

\$25 per day for setup, for ____ day(s),	Date(s): _____	Total: \$ _____
\$125 per day for event for ____ day(s).	Date(s): _____	Total: \$ _____
\$25 per day for cleanup for 1 day,	Date: _____	<u>\$ 25.00</u>
\$150 floor covering required for non- sport event		\$ _____
		Sub Total: \$ _____
		Tax 6.5%: \$ _____

Total Rental Fees:

The Lessee agrees to pay the Lessor as rent for the demised premises the sum of \$\_\_\_\_\_ to be paid on execution of this lease for the rental dates as set forth above.

### DAMAGE AND SECURITY DEPOSIT

On execution of this Lease, Lessee shall deposit with the Lessor the sum of either:

- \_\_\_\_\_ \$350.00 for events without alcohol
- OR
- \_\_\_\_\_ \$750.00 for events serving alcohol

Such sum shall be returned to Lessee within 5 business days after the end of the term of this Lease if Lessee faithfully performs the covenants and conditions of this Lease and returns said premises to Lessor in the same condition as when leased, normal wear and tear excepted. Said sum shall be retained by Lessor as partial damages to Lessee does not faithfully perform the covenants and conditions of this Lease or if Lessee fails to return the premises in the same condition as when receiving them, normal wear and tear excepted. Within said 5 working days, Lessor shall give Lessee written notice of all damages to the premises or other claim for failure to leave the premises in the same condition as when receiving the premises. Said notice shall also provide Lessee of Lessor's best estimate of the costs of repair or clean up.

Such forfeiture shall not be construed as payment in full of any claims the Lessor may have against the Lessee as a result of Lessee not fulfilling the covenants and conditions of this Lease, but only as a partial payment of any damages, cleaning costs or rent payments due that the Lessor may be entitled to as a result of the Lessee not fulfilling the terms and conditions of this Lease or damage done to the property by the Lessee. The Lessor shall not be obligated to pay Lessee any interest on this deposit but only obligated to return the appropriate amount of the deposit then due the Lessee. A breach of any of the covenants contained herein by the Lessee shall, at the option of the Lessor, be determined a complete breach of this Lease. It is agreed between the parties that the Lessor is entitled to select from the Lessee all damages caused Lessor as a result of the breach of any of the conditions of this Lease and that reasonable attorney's fees necessary to enforce Lessor's rights, pursuant to this Lease, shall be determined to be a damage sustained by the Lessor.

### **Cancellation Fee**

Lessee shall be obligated to Lessor in the sum of \$50.00 as a cancellation fee if event cancellation notice is received by Lessor within seven (7) business days of the scheduled event.

### **Use and Condition of Premises**

Lessee shall use the premises for the following purposes and no other purpose:

---

Lessee shall not use or permit the premises or any part thereof to be used for any purpose which will increase the rate of insurance upon the building located thereon, or cause the building to become uninsurable, nor shall Lessee sell or permit to be kept, stored, used or sold, in or about said premises, any article of substance which may be prohibited by standard form of fire insurance policy.

Lessee agrees to keep the premises and every part thereof, in a clean and wholesome condition and free from debris and rubbish at all times during the term hereof, and any extensions hereof. In the event Lessee fails to clean up the premises after its use, Lessee shall pay Lessor the sum of \$25.00 per man-hour for Lessor's time to clean up the premises.

### **Lessee's Liability and Insurance**

Lessee agrees to protect, indemnify, and save harmless the Lessor from and against any and all loss, costs, damages and expenses occasioned by or arising out of any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done in or upon the premises, including the common area, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof during the times the premises are in use by Lessee.

The Lessee agrees to procure and maintain a policy or policies of liability insurance, at its own cost and expense, insuring Lessee from all claims, demands, or actions for injury or death sustained by one or more persons as a result of any one occurrence in the amount of not less than \$300,000.00 plus coverage of not less than \$50,000.00 for damages to property, any or all arising from, related to or connected with, the conduct and operation of Lessee's use of the leased premises. Said policy shall also name Lessor as an additional insured. The insurance policy referenced herein shall not be subject to cancellation except after the conclusion of the term of this lease. Prior to the commencement of this lease, the policy or duly executed certificate or certificates for the same, together with satisfactory evidence of the payment of premium thereon, shall be deposited with Lessor.

### **Not a Partnership**

The relationship of the parties hereto is hereby declared to be solely that of Lessor and Lessee, and nothing herein contained shall be construed as affecting or constituting a partnership between the parties hereto, and the parties hereto expressly declare that it is not their intention in any respect whatsoever to form a partnership between themselves with the respect to the conduct of business upon the premises and neither party shall have any right to obligate the other in any respect or manner or way whatsoever excepting as is herein provided.

**Policies and Procedures Addendum**

Lessee acknowledges receipt of a copy of the Scherr-Howe Event Center Building Policies and Procedures Manual and the parties agree that all terms and conditions set forth therein are incorporated herein by reference as if fully set forth in this agreement. Lessee is required to see to it that all policies and procedures and other applicable laws are complied with. \_\_\_\_\_ *Initial Here*

**Miscellaneous**

No delay on the part of either party hereto in enforcing any right, condition, privilege or remedy hereunder, or any number of recoveries hereon, shall effect, diminish, suspend or exhaust any such right, privilege or remedy. No waiver of any breach of any covenant, agreement, provision or condition of this lease shall be construed to be and same is hereby declared no to be, a waiver of any succeeding breach of the same or other covenant, agreement, provision or condition herein contained.

Time is expressly hereby declared to be on the essence of this lease, and of each and all of the covenants, agreements, provisions and conditions herein contained. All of the covenants, agreements, provisions and conditions of this lease shall extend to, be binding upon and inure to the parties hereto, their successors, legal representatives and assigns.

In the event either of the parties hereto commence any action or proceeding against the other under or on account of this lease, then and in such event, the prevailing party in such action or proceeding shall be entitled to and shall receive reasonable attorney fees and costs on account of such action or proceeding.

All rentals or sums of money required to be paid to Lessor hereunder shall be paid to Lessor at City Hall in Mobridge, South Dakota.

This lease agreement, including the general terms and conditions contained herein, constitute the entire understanding between the parties hereto and neither party is bound by any verbal or written statement or representation made or which may be made by such party, or any employee, representative or person purporting to act for or on behalf of such party unless same is incorporated herein, or is set for in writing, signed by the party to be charged and attached as an addendum hereto. The captions used as headings for the various articles hereof are for convenience only and are not to be considered as part of this lease or to be used in determining the intent or context thereof.

**Special Exceptions**

Notwithstanding the forgoing terms, the following special exceptions shall apply:

\_\_\_\_\_.

**IN WITNESS WHEREOF** the Lessor and Lessee have subscribed their names hereto on the date first above written.

**CITY OF MOBRIDGE, SD**

**LESSEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_