

JOHNSON CENTER

509 Main Street

RENTAL POLICY AGREEMENT

**City of Alma
614 Main St.
P.O. Box 468
Alma, NE 68920-0468
(308) 928-2242**

NO SMOKING

ALL RENT AND DEPOSITS TO BE PAID IN ADVANCE. THE DEPOSIT WILL BE MADE AT THE TIME THE JOHNSON CENTER IS RESERVED. THE RENTAL FEE WILL BE PAID WHEN THE KEY IS GIVEN TO THE RENTER. **IF RENTER FAILS TO PICK UP THE KEY DURING BUSINESS HOURS AND A CITY EMPLOYEE MUST DELIVER THE KEY DURING NON-BUSINESS HOURS INCLUDING WEEKENDS, RENTER WILL BE REQUIRED TO PAY A FEE OF \$50.00 TO COMPENSATE CITY FOR EMPLOYEE'S OVERTIME. THIS NON-REFUNDABLE FEE OF \$50.00 IS DUE AT THE TIME OF RECEIPT OF THE KEY AND SHOULD BE PAID TO THE CITY EMPLOYEE. THIS APPLIES TO ALL RENTERS, INCLUDING NON-PROFIT ORGANIZATIONS.**

DEPOSITS & RENTAL FEES:

The following fees for rental use (per renter-per day) of the JOHNSON CENTER shall apply:

- | | | |
|---|----------|-----------------------|
| 1. Educational Purposes: | \$50.00 | plus \$100.00 deposit |
| 2. Private, Social, and Recreational Purposes | \$75.00 | plus \$100.00 deposit |
| 3. Public and Private Commercial Purposes | \$100.00 | plus \$150.00 deposit |
| 4. Public and Private Commercial Purpose for Profit | \$150.00 | plus \$150.00 deposit |

Tables and Chairs -- Included in the rent of the building. No tables and chairs may leave the premises.

Towels and washcloths are available for use as a convenience to the renter. Do not remove the towels and washcloths from the facility. The caretaker will wash and dry the towels and washcloths.

ALCOHOL:

In the event alcohol is to be served during the rental period, it shall be the responsibility of the persons renting the facilities to provide the City with evidence of the appropriate permit authorizing the sale of alcohol. It shall further be the sole responsibility of the persons renting the facilities to ensure compliance with all laws and regulations set forth by the State of Nebraska and the Nebraska Liquor Control Commission.

THE ABOVE DEPOSITS ARE MINIMUM DEPOSITS. THE MINIMUM DEPOSIT SHALL APPLY IN ALL CASES. THE CITY CLERK SHALL HAVE AUTHORITY TO SET A MAXIMUM DEPOSIT AT THE TIME THE JOHNSON CENTER USE PERMIT IS ISSUED.

THE DEPOSIT SHALL BE REFUNDED PROVIDED THE FOLLOWING IS DONE:

1. All chairs and tables are put away.
2. All floors are swept and wet mopped.

3. All toilet facilities are cleaned, including sweeping, mopping, drying the sinks, and cleaning the mirror.
4. The kitchen is completely cleaned, including sink, floor, bagging and putting all trash out the south side of the building (a 1-yard container is available to the JOHNSON CENTER) to be hauled away from the premises, empty the refrigerator, clean the counter tops and stove tops, wash dishes and utensils and put away.
5. The caretaker and the renter of the Johnson Center shall inspect the premises prior to the use and the caretaker and the renter shall agree in writing as to the condition of the premises. After the renter has used the premises, the caretaker and the renter shall again inspect the premises and written notations will be made by the caretaker as to deficiencies. Renter shall be allowed a second opportunity to cure the deficiencies. A \$15.00 surcharge shall be made by the caretaker for a second inspection of the premises. If upon second inspection of the premises, deficiencies still remain, caretaker shall arrange for the deficiencies to be cured and the cost thereof deducted from the deposit. Any remaining balance shall be returned to the renter. If the curing of deficiencies requires more than the deposit, the renter shall be liable for the total cost thereof.

IF THE DEPOSIT IS INSUFFICIENT TO CURE THE DEFICIENCIES OR TO REPAIR ANY DAMAGE TO THE PREMISES OR REPLACE ANY DESTROYED OR DAMAGED EQUIPMENT, THE CITY RESERVES THE RIGHT TO FILE SUIT AND ENGAGE IN ALL COLLECTION ACTIVITIES REASONABLY NECESSARY TO REIMBURSE THE CITY ITS DAMAGES.

Due to the public service nature of the following organizations, these organizations will be allowed to use the Johnson Center at "no rental fee" but shall make the required deposit. The deposit shall be paid at the time reservation is made. Rental fee must be paid prior to the use of the Johnson Center. There will be no "set up" the day before. If "set up" the day before is necessary there are two options.

- a.) "Rental Fee Events": Will pay the rental fee for each day of use
"Non-Rental Fee Events": Will have to follow the "After 5pm" policy.
- b.) "After 5pm": Each organization may set up the day before "after 5pm" with the understanding and agreement that if there is a request for rental of the Johnson Center by another organization, the "set up" group will have to make other arrangements.

THE ORGANIZATIONS WHICH ARE EXEMPT FROM THE RENTAL FEE INCLUDE, BUT ARE NOT LIMITED TO:

1. ALMA VOLUNTEER FIRE DEPARTMENT
2. ALMA COLONIAL VILLA AND HARLAN COUNTY HOSPITAL
3. JOHNSON CENTER UPDATE COMMITTEE
4. CITY OF ALMA

5. SENIOR CITIZEN CENTER
6. LOCAL CHARITABLE AND LOCAL RELIGIOUS ORGANIZATIONS
7. LOCAL CIVIC USES (ROTARY)
8. SEMI PRIVATE OR PRIVATE USES PROVIDING SUBSTANTIAL BENEFIT TO THE CITIZENS OF ALMA

THE CITY RESERVES THE RIGHT TO VARY THE AFOREMENTIONED CHARGES DEPENDING UPON THE USE OF THE PREMISES. IN THE EVENT OF CONFLICTING DATES UPON WHICH VARIOUS PERSONS OR ORGANIZATIONS WISH TO RENT THE JOHNSON CENTER, THE CITY CLERK HAS THE AUTHORITY TO DECIDE THE PROPER SCHEDULING. EFFECTIVE IMMEDIATELY-THIS POLICY WILL BE STRICTLY ENFORCED.

PLEASE FOLLOW THE "NO SMOKING" POLICY.

THE PERSON SIGNING THIS APPLICATION AGREES TO BE PERSONALLY LIABLE FOR ENFORCEMENT OF THE AFOREMENTIONED POLICY AND AGREES TO BE PERSONALLY LIABLE FOR ANY AND ALL DAMAGES DONE BY ANYONE DURING THE USE OF THE PREMISES.

_____ I HAVE INSPECTED THE FACILITY AND I FIND IT IN ACCEPTABLE CONDITION.

_____ I HAVE INSPECTED THE FACILITY AND I BELIEVE THE FOLLOWING FAULTS EXIST IN REGARD TO THE CLEANLINESS OF THE FACILITY:

_____ Acknowledged by City staff date

_____ I DO NOT WISH TO INSPECT THE FACILITY PRIOR TO RENTING.

Dated this _____ day of _____, 20_____.

Agreed: _____
 (Signature of Applicant)

~~---To be completed by Alma City Office---~~

Date of reservation: _____

Type of event: _____

Contact person name: _____

Phone #s: _____

Do they need any information put on brick sign (Happy Birthday, Happy Anniversary, etc.)?

Deposit paid:

Date: _____ Check #: _____ Amount: _____

Rental fee paid:

Date: _____ Check #: _____ Amount: _____

Deposit returned: Yes, date: _____ / No

If no, why is deposit being retained? _____

Additional Notes: