



GMPRD COMMUNITY CENTER EVENT RENTAL AGREEMENT

THIS AGREEMENT ("the Agreement"), made this ____ day of _____, 20____, by and between GMPRD Community Center, 113 W. Main Street, Middleton, ID 83644 "GMPRD", and _____ of _____ "Patron" collectively the "Parties".

The parties agree as follows:

SPACE RENTAL

GMPRD hereby grants a limited and revocable license to the Patron to use the following space: _____ on the event date and during the hours specified under this agreement.

EVENT

The Patron shall hold the following Event: _____ ("Event") on the _____ between the hours of _____. Patron is authorized to use the Space to hold the Event.

FEES

Patron shall pay a total fee of _____ for the use of the space.

SECURITY DEPOSIT

Patron shall pay to GMPRD a security deposit of three hundred and fifty dollars (\$350) upon execution of this agreement. The deposit will be held for security in case any part of the Space is lost, damaged, stolen, broken or altered at all from its original state throughout the duration of the Event. Repair and/or replacement costs will be deducted from said deposit upon examination after the Event. If the Event exceeds typical cleaning requirements and maintenance after the Event, a fee will be deducted from the deposit. Whether a full or partial refund is granted, please allow 3 business days from the final date of Event for the refund to be processed. If cleaning/repair costs to restore Space to its original state exceed the amount of the deposit, Patron agrees to pay these additional charges.

SPACE SPECIFICATIONS

GMPRD grants to Patron the following amenities at the Space: _____

DISCLAIMERS

The Space shall be provided by the GMPRD as-is and GMPRD makes no warranty regarding the suitability of the Space for Patrons intended use.

CONDITION

After the completion of the Event, the Patron shall leave the space in the same or similar condition as received from the GMPRD.

DAMAGES

Beyond ordinary wear and tear, Patron shall be responsible for any damage caused by Patron use of the Space. Patron shall arrange for the repair of any such damage. If the Patron does not make any necessary repairs, GMPRD shall arrange for the same at Patrons expense.

CLEANUP

Patron shall be responsible for clearing all trash generated at the Event and depositing it in the proper waste receptacles on site.

RIGHT OF ENTRY

GMPRD shall have the right to enter the Space at any time for any reasonable purpose, including any emergency that may threaten damage to GMPRDs property, or injury to any person in or near the Space.

INDEMNIFICATION

Patron will provide a certificate of Insurance for the Event naming Greater Middleton Parks and Recreation as additional insureds. Patron here-by holds harmless GMPRD from any damages, actions, suits, claims or other costs (including reasonable attorney's fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by Patrons use of the space including any acts or omissions on the part of the Patron, it's employees, officers, directors, independent contractors, or other agents. Patron shall notify GMPRD of any damage or injury of which it has knowledge in, to or near the Space, regardless of the cause of such damage or injury.

REVOCACTION

GMPRD shall have the right to revoke the License at any time prior to the Event date, provided it gives Patron prior written notice of revocation. In the event that the GMPRD revokes the License prior to the Event for reasons other than non-payment or breach of this Agreement by Patron, GMPRD shall refund to Patron the full amount paid by Patron in connection with this Agreement, including the entire deposit.

CANCELLATION

Patron may cancel the Event by notifying GMPRD by providing notice thirty (30) days or more before the Event date. In such an event, GMPRD shall refund to Patron the full amount of the rental fee. In the event that the Event is cancelled within thirty (30) days of the Event, GMPRD shall have the right to retain the full deposit.

ASSIGNMENT

Neither party may assign or transfer their respective rights or obligations under this agreement without prior written consent from the other party.

Governing Law

This Agreement shall be construed in accordance with, and governed in all respects, by the laws of the State of Idaho.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Patron and GMPRD, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

PATRON

GMPRD