

# TOWN OF GENOA

P.O. Box 14, Genoa, N, 89411, (775) 782-8696/Fax (775) 782-2779

## RENTAL AGREEMENT- 2009

EVENT \_\_\_\_\_ DATE OF EVENT \_\_\_\_\_ TIME\* \_\_\_\_\_

\*Event must end by 12 am and the facility/premises must be vacated.

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE: HOME( ) \_\_\_\_\_ WORK( ) \_\_\_\_\_ EMAIL \_\_\_\_\_

This agreement is made on \_\_\_\_\_, 20\_\_\_\_, between the Town of Genoa (“**LANDLORD**”) whose address is P.O. Box 14, Genoa, Nevada 89411, (775) 782-8696, and the above party known as “**TENANT**”, agree as follows:

The LANDLORD leases to the TENANT and TENANT leases from the LANDLORD, the:

- \_\_\_ Genoa Community Church
- \_\_\_ Genoa Park
- \_\_\_ Genoa Package (Church or Park, Kitchen & Town Hall)
- \_\_\_ Multi-Day Use of Town Hall & Kitchen
- Table rental: \_\_\_\_\_ tables
- Chair rental: \_\_\_\_\_ chairs
- \_\_\_ Genoa Town Kitchen
- \_\_\_ Genoa Town Hall
- \_\_\_ Town Hall Complex (e.g. for making of movies, commercials, and the like)
- \_\_\_ Energy Surcharge

### EVENT INFORMATION

TYPE OF EVENT: \_\_\_\_\_ ATTENDANCE TOTAL: \_\_\_\_\_

MUSIC: Yes/No (**There is no music after 10 pm – Event must end by 12 am and the facilities/premises must be vacated.**)

Please describe equipment you will be providing: \_\_\_\_\_

WILL ALCOHOL BE SERVED: Yes/No

WILL ALCOHOL BE SOLD: Yes/No

WILL FOOD BE SOLD: Yes/No

**CLEANING/DAMAGE DEPOSIT:** All facilities – 50% of the rental fee not to exceed full rental fees.

**CHURCH/PARK TERM SHALL COMMENCE ON** \_\_\_\_\_ **20** **AT** \_\_\_\_\_ **AND SHALL EXPIRE ON** \_\_\_\_\_ **20** **AT** \_\_\_\_\_.

**TOWN HALL/KITCHEN TERM SHALL COMMENCE ON** \_\_\_\_\_ **20** **AT** \_\_\_\_\_ **AND SHALL EXPIRE ON** \_\_\_\_\_ **20** **AT** \_\_\_\_\_.

### PAYMENT AMOUNT AND TERMS:

TENANT shall pay to LANDLORD total rent in the amount of \$ \_\_\_\_\_

The amount of the cleaning/damage deposit is \$ \_\_\_\_\_

TOTAL AMOUNT DUE \$ \_\_\_\_\_

Minimum deposit due at this time (50% of rental fee) \$ \_\_\_\_\_

TOTAL AMOUNT TO BE PAID IN FULL no later than 30 days prior to the event \$ \_\_\_\_\_

[ ] SECURITY REQUIRED

**Deposit made on** \_\_\_\_\_ **Cash** \_\_\_\_\_ **Check #** \_\_\_\_\_.

**Final Payment Made on** \_\_\_\_\_ **Cash** \_\_\_\_\_ **Check #** \_\_\_\_\_.

**FACILITY POLICIES AND PROCEDURES:** Please verify that you have received and read the Town of Genoa Facility Policies and Procedures. \_\_\_\_\_ Initial Here \_\_\_\_\_ Date

**Office Use Only: TR #      Account      Amount      TR #      Account      Amount**

LANDLORD is not required to pay interest on TENANT'S deposits. Any cancellation or change of date or facility made less than (30) days before the event will result in the loss of all deposits paid. Any cancellation or change of date or facility made less than (14) days before the event will result in the loss of all fees paid, including the deposit. Failure to appear for a scheduled use will result in the loss of all fees paid, including the deposit. All requests to cancel or change a reservation must be made in writing. Failure to provide written notification of a cancellation to the Town of Genoa will be considered a No Show and will result in the loss of all deposits and fees paid.

TENANT agrees that double booking or other booking errors do not entitle TENANT to damages of any kind from Town or any of its officers or employees, and TENANT expressly waives any claim to damages or any other equitable or contractual relief as a condition of entering into this Agreement. If TENANT fails to appear for scheduled use, or cancels with less than 48 hours notice to the Town Office, the Town will issue no refund. In the event of an Act of God (i.e., natural disaster, heavy storms, etc.) and cancellation, the Town of Genoa will refund all deposited monies.

The LANDLORD is entitled to use the Cleaning/Damage Deposit to compensate the LANDLORD for damage suffered by LANDLORD as the result of the TENANT'S use and possession of premises, TENANT'S failure to pay rent, or TENANT'S cleaning of premises upon expiration of TENANT'S lease.

Further, TENANT agrees to pay LANDLORD for any damages to building, facilities, premises, or furnishings incurred during such TENANT'S usage.

If the sheriff or fire departments are called out to an event, the applicant may be responsible for additional charges, and risk suspension of future reservations.

TENANT agrees to clean facilities, premises, and all equipment used immediately after use, and arrange for inspection of the facilities and premises by the LANDLORD. TENANT has received a copy of the cleaning instructions and special rules and regulations set forth by the LANDLORD \_\_\_\_\_ **(Please initial)**. Refunds may take up to 30 days.

TENANT agrees not to bring items to the premises which may damage the premises or create a fire hazard, and agrees not to remove furnishings or equipment including wall hangings from the premises.

The sale of alcohol is prohibited unless the TENANT/APPLICANT making such request has obtained a Liquor License Permit from the Sheriff's Department.

TENANT shall provide proof a certificate of insurance for \$1,000,000, showing the Town of Genoa as additionally insured. Certificate of insurance must be received by the Town of Genoa 30 days in advance of the facility reservation. TENANT must agree to indemnify and save and hold the Town of Genoa, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of the rental contract by the TENANT or the TENANT's agents or employees.

At the discretion of the Town Manager, LANDLORD will impose an energy surcharge on winter-time events when, in the opinion of the Town Manager, the type of event will necessitate frequent opening and closing of the facility's doors or other use that would require additional heating resources. The fee will be 25% of the regular rate.

**HOLD HARMLESS AND RELEASE:** The undersigned, in consideration of participation in any event on Town property, releases and forever discharges the Town, its officers, agents, employees and representatives, and their respective heirs, successors and assigns, from any and all actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and/or demands whatsoever in law or equity that the undersigned, its successors or assigns, ever had, now have, or may have in the future in connection with the undersigned's participation in any event on Town property.

The undersigned further agrees to hold and save the Town, its officers, agents, servants and employees, and their prospective heirs, successors and assigns harmless from any claims by any others, including costs and expenses, for or on any account of any and all lawsuits or claims of character whatsoever arising directly out of or from the undersigned's participation in any event, including any claim for property damage and/or personal injury, including death. The foregoing release and indemnity shall apply regardless of any negligence or strict liability of the Town except to the extent the loss is caused by the gross negligence or willful misconduct of the Town.

If the participation of the undersigned in an event involves a vehicle operated by the undersigned, the vehicle used in the participation in any event shall be properly and adequately insured at all time during such participation.

PLEASE NOTE: Be mindful of the residential neighborhood setting. Music and loud noise should be kept to acceptable levels. If the Sheriff's Office is contacted, TENANT may forfeit the cleaning/damage deposit.

**I, TENANT, do hereby certify that I have read and understood the rules, regulations, and policies set forth on this Rental Agreement. I certify that I am at least 21 years of age. I further understand this to be a legal and binding contract and I agree to abide by all conditions listed herein.**

TENANT: \_\_\_\_\_ Date \_\_\_\_\_

AGENT OF THE TOWN: \_\_\_\_\_ Date \_\_\_\_\_

**NOTICE: All renters of the Genoa Town Hall and/or Kitchen - Absolutely no parking in LaFerme Restaurant & Gilles Menagerie Gift Store parking lot, north of the Town Hall. Do not use the gate at the end of ramp for any reason, if you do, you may forfeit cleaning/damage deposit. Initials \_\_\_\_\_**