

Lemmon Community Center
RENTAL PACKET CONTENTS

Following are items contained in the LCC Rental Packet:

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Lemmon Community Center
FACILITY RENTAL CHECKLIST

Following is a checklist of tasks that must be completed by every user who pays a fee for rental of the LCC. The LCC Representative should initial and date when each task is completed.

- _____ Have prospective Renter read, sign, and date **User Guidelines & Responsibilities**
- _____ Have prospective Renter read, sign, and date **Rental Information** form
- _____ Have prospective Renter complete, sign, and date **Rental Agreement**
- _____ LCC Representative completes **Rental Fee Section** of **Rental Agreement**
- _____ LCC Representative signs and dates **Rental Agreement**
- _____ Collect Rental Fees, Deposit, and Alcohol Deposit (if applicable)
- _____ Have prospective Renter complete and sign **Alcohol Use Permit**
- _____ Attach copy of **Temporary Liquor License** to **Alcohol Use Permit** and sign **Hold Harmless Agreement**(Renter is required to secure Temporary Liquor License from City of Lemmon if Renter is selling alcoholic beverages or holding an event that is open to the public.
- _____ Review and distribute **Post-Rental Checklists** so Renter can properly clean facility after use
- _____ Add Rental date(s) and time(s) to **Master Calendar** so room(s) is reserved
- _____ LCC Representative completes **Post-Rental Inspection** of facility utilizing the same checklist as the renter
- _____ Return any deposit due to Renter

User Guidelines & Responsibilities

The Lemmon Community Center (LCC) is available for use by all individuals and groups around the Lemmon Area. Reservations for use of the LCC must be made through Lemmon Area Charitable and Economic Development (LACED).

General Rules:

1. All activities including cleanup must be completed within 24 hours following the end of the event or prior to the beginning of the next scheduled event whichever is earliest.
2. Tacks, nails and heavy adhesive tape are **not** to be used on the furniture, walls, woodwork, counter tops, windows, or ceiling. No decorations shall be hung from the ceiling. All tables and counter tops are to be protected from hot dishes. All candles must be in glass containers and **No Smoking** is allowed in the building. All cigarette/cigar butts must be disposed of in the designated receptacles provided outside the entrance/exit doors. An additional cleaning charge will be assessed if the outside perimeter of the building is littered with cigarette/cigar butts and/or other garbage.
3. Supplies and materials brought into the building must not have a potential for creating damage, i.e. paints, acids, heating devices, etc. No activity shall take place that causes any strong or offensive odors.
4. Garbage is to be sealed in plastic bags (provided in kitchen area), removed from the LCC and placed in the exterior trash receptacle near the alley on the west side of the LCC building.
5. Doorways and exits must be accessible at all times. No equipment or decorations shall obstruct doorways.
6. Table and chair set-up and takedown shall be done by the Renter.
7. **No Alcohol Use** is permitted in the building without a previously signed **ALCOHOL USE PERMIT** and paid damage deposit. Alcohol must be served by a responsible adult at least 21 years of age from a bar or staffed beverage table. Alcoholic beverages are prohibited from any event designated as a youth event in which the majority of attendees are individuals under 21 years of age.
8. Noise and music must not interfere with other users of the building or be so loud as to disturb individuals residing around the building. Renter agrees to reduce the volume of noise and/or music upon request.
9. No pets or animals shall be allowed in the building except visual aid dogs without written permission of the CCACC Advisory Board.
10. A Responsible Adult, age 21 years or older, must sign a **RENTAL AGREEMENT** before anyone will be permitted to use the LCC. That adult will be liable for guaranteeing that all rules are complied with and shall also be liable for any damage to the premises. Youth activities must have a responsible adult, 21 years of age or older, in attendance. Individuals may be prosecuted for a violation of any City Ordinance or State Law.
11. The LCC Advisory Board or its designee shall inspect the building as soon as possible after the Renter's event. The deposit shall be returned to the Renter only after the LCC Advisory Board or its designee, at its sole discretion, approves the condition of the building. Failure to comply with or adhere to the User Guidelines & Responsibilities will result in non-refundable deposits. Cleaning/damages in excess of the deposit(s) will be assessed and billed to the Renter.
12. Individuals or groups are financially responsible for any repair, additional cleaning, and/or replacement should any injury, damage or losses occur. Any injury, damage, or losses shall be reported immediately to the LCC Advisory Board. **(Cleaning – if LCC is not cleaned by renter and the Advisory board has to hire somebody to clean it, it will be \$20 per hour billed to renter.)**
13. Ensure that all kitchen appliances are wiped clean and turned off before leaving the building. Do not put food down and sink, drain or toilet.
14. The Renter must make a complete inspection of the building, including restroom, before leaving the facility. A post-event checklist will be provided to the Renter. The LCC will furnish the following supplies and equipment necessary to complete the cleanup and restocking of items on the checklist: brooms, mops, mop buckets, cleaning solvents/materials, bathroom paper supplies, hand soap, and trash bags.
15. Turn off **ALL** lights and close **ALL** doors upon leaving the LCC.
16. Cleaning/alcohol deposits will not be refunded to the Renter until all keys are returned.

I agree to abide by the User Guidelines and Responsibilities listed above.

Renter's Signature

Date

Lemmon Community Center
RENTAL INFORMATION

The Lemmon Community Center (LCC) became a reality due to donations of time and money from area residents; therefore, the LCC is available to all individuals and groups within the Lemmon and surrounding area. The LCC is intended to enhance and promote the social and recreational opportunities in our community. The LCC has bathrooms, kitchen, and gym/auditorium available for use.

Reservations. Reservations will be on a first-come first-served basis. Reservations will be confirmed and considered complete when required forms are signed and submitted to the LCC and all applicable user fees and deposits are paid. No dates are held for any group or individual who has not submitted a Rental Agreement and paid the required deposit(s). Reservations can be made no earlier than one year in advance.

Non-Chargeable Use. No user fees or cleaning deposits will be required for the following functions; however, the facility must be left in the same condition as it was prior to the event. Donations will be accepted. No user fees apply to Funerals, LCC Advisory Board Meetings, Fundraising event for the purpose of supporting the LCC with pre-approval from the LCC Advisory Board, Blood Drives, and Recreational Free Use (Adult Supervision Required; Hours: 6:00 am-8:00 am October 1st – March 31st; 4:00pm to 9:00pm Summer schedule not yet determined). Damage deposits **will be required** for non-chargeable events that will be serving alcohol. If applicable, the Renter must secure a Temporary Liquor License from the City of Lemmon.

Chargeable Use. All functions or use not stated in the Non-Chargeable section will be required to pay user fees and a cleaning deposit.

Chargeable Use with Alcohol Permit. User fees and cleaning & damage deposits will be required for all functions serving alcoholic beverages. If applicable, the Renter must secure a Temporary Liquor License from the City of Lemmon.

Rental Fees. Rental of the LCC can be by individual room or by any combination of rooms according to the following rates:

Kitchen & Gym/Auditorium: \$50.00 for half day \$100.00 for full day

Renters will **not** be assessed a user fee for set-up time or clean-up time. The amount of time necessary for set-up and clean-up must be noted on the Rental Agreement and set-up/clean-up must not interfere with other scheduled events. Renters must pay a **Standard Garbage Fee** of \$10.00.

Non-Alcohol Use Deposit. Renters are required to pay a cleaning deposit of \$100.00 in addition to Rental Fees. The deposit must be paid at least 30 days prior to event or when the Rental Agreement is signed. The deposit will be refunded to the user providing the facility was left in the same condition prior to use and all items listed on the User Checklist have been completed satisfactorily LCC Advisory Board member will conduct an inspection utilizing the same checklist. Deposits will not be returned for an unacceptable inspection. If the LCC Advisory Board is required to clean or repair damage done by the Renter and the cost exceeds the \$50.00 deposit, the Renter will be billed the additional amount.

Alcohol Permit. Renters having alcohol in the LCC must pay a \$25.00 fee for license to be drawn up, and sign an Alcohol Use Agreement along with Hold Harmless agreement. Damages exceeding \$100 will be billed to the user based on actual repair and cleaning costs.

Government Agency Rentals. By law certain governmental entities cannot expend money for deposits. In these circumstances deposits will not be required. However, they will be billed for additional cleaning needed after the inspection and for all damages done to the facilities.

Cancellations. The LCC Advisory Board reserves the right to cancel any reservation. When the LCC Advisory Board cancels a reservation, the Renter will be refunded all user fees and deposits paid. When the Renter cancels a reservation, user fees and deposits paid will be refunded **@ 100% prior to a week in advance and 50% after that.**

Keys. Key(s) are to be picked up not more that (2) days prior to rental date unless otherwise permitted. Keys shall be returned in person within 24 hours of the ending of the event.

I have read and understand the above Lemmon Area Community Center Rental Information.

Renter's Signature

Date

Lemmon Community Center
ALCOHOL USE PERMIT

Alcoholic beverages will be available during my scheduled event at the LCC on

_____ (date). Alcohol will be

consumed between the hours of _____ and _____.

Adequate adult supervision will be maintained to assure no minor (under the age of 21) is served alcoholic beverages, that no minor consumes alcohol inside the facility or in the outside parking areas, and that alcohol will be confined to the area(s) rented as identified in the Rental Agreement.

Alcoholic beverages will be served by a responsible adult, at least 21 years of age, from a bar or staffed beverage table. Alcoholic beverages are restricted to those area(s) rented.

Action and care will be taken to assure proper conduct of individuals attending the event and care of the LCC. The renter agrees to pick up, bag, and properly dispose of all empty alcohol containers in or around the LCC. The Renter shall abide by all policies/regulations as set forth in the "LCC User Guidelines & Responsibilities" and the "LCC Rental Information" forms.

The LCC, the City of Lemmon, its agents and members shall be held harmless and hold no responsibility, implied or otherwise, for any and all injuries or accidents incurred before, during, or after any event in which alcohol is served.

Events involving the exchange of any type of monetary consideration (i.e. purchase of meal or meal ticket with any form of alcohol being serviced as part of that meal) require the acquisition of a permit from the City of Lemmon. It is the sole responsibility of the Renter to contact the City of Lemmon to obtain a temporary alcohol license. The Renter must attach a copy of the temporary alcohol permit to this form and display the temporary alcohol permit in the LCC.

Damages exceeding \$100.00 will be billed to the Renter based on actual repair/cleanup costs.

Renter's Signature

Date

INDEMNIFICATION AND HOLD HARMLESS

_____, hereinafter referred to as “LESSEE,”
having agreed to lease and occupy the Lemmon Community Center located at 207 Main Avenue, Lemmon, South Dakota, from Lemmon Area Charitable & Economic Development Corporation, and the purposes of that lease are for LESSEE and invitees and guests to utilize the premises and LESSEE acknowledging and being aware of the propensity for accidents or injuries to occur during such gatherings, especially in the event alcohol is served, LESSEE hereby assumes all risk associated with such gatherings and agrees to hold harmless and indemnify Lemmon Area Charitable & Economic Development Corporation, its directors, officers, employees and agents, and, the same people in their individual capacity, from any and all liability arising from injury or loss during the lease to person or property occasioned wholly or in part by any act or omission of LESSEE or any of the guests, invitees, employees or assigns of LESSEE.

Dated this ____ day of _____, 20__.

Lemmon Community Center Post Use Inspection Checklist

	*Kitchen & Janitorial Room		**Restrooms & Hall Area		***Gym		Outside Area	
	User Initial	Advisory Board Initials	User Initial	Advisory Board Initials	User Initial	Advisory Board Initials	User Initial	Advisory Board Initials
All floors swept and mopped								
All tables & chairs wiped off, folded, & put away								
All trash cans emptied with new bags- bags taken to trash bin on west side of building								
*All counters cleared of food and wiped								
*If stove, oven or any other appliance was used, wipe off and turn off								
*Sinks cleaned (One in janitorial closet rinsed out)								
*Refrigerator cleaned out-no storing food w/out authorization								
Clean and wipe down coffee pots								
**Clean and disinfect toilets								
**Clean sinks and mirrors								
**Restock toilet paper and paper towels								
Pick up any litter around the outside of building This includes cigarette/cigar butts littering the perimeter								
Remove all user decorations, supplies, and equipment								
Close all interior doors								
Turn off all lights								

This checklist must be completed by the renter. A post-inspection will be conducted by an Advisory Board designate. Please inform the advisory board member if any supplies are low and need to be restocked. All damage must be reported.

The community center was found acceptable and all items were checked.

_____ (Initials of authorized Advisory Board member and date of inspection)