

**OACOMA COMMUNITY CENTER  
RENTAL POLICY AND CONTRACT**

**Name:**

**Address:**

**City:**

**Phone:**

**Fax:**

**Rental**      From                                      To

**Period:**

**Number of Keys Provided:**

**Caterer Name and Phone Number:**

**Event Date:**

**Contact Name:**

**Type of Event:**

**No. of Guests:**

**Set Up Style:**

**Alcohol Use:**              None Permitted

**Return Deadline:**

**Facilities to be rented:**

Meeting Room #1

Kitchen

Office

Gym

Meeting Room #2

Other

1. All rental contracts for events where alcohol will be consumed on the premises are subject to prior approval by the Oacoma Town Board of Trustees. The Board of Trustees reserves the right to approve or reject any such rental contract when alcohol use is requested. All other rental contracts for events which do not include consumption of alcohol may be approved by the Town Finance Officer or other duly appointed representative of the Board of Trustees.
2. A **DEPOSIT** of \$\_\_\_\_\_ will be made in good faith by the renter before confirmation of the rental date. If there is no damage to the facility and no extra janitorial services are required, the deposit will be returned in full. **Should any damage occur while the facility is under the control of the renter, the renter will make payment of the full cost of all needed repairs.** The facility used must be left in the same condition in which it was found when rented. Additional cleaning, rearranging or maintenance costs will be deducted from the deposit according to the rate indicated on the fee schedule. Please refer to the **Cleaning Duty and Security Checklist** for items needing attention upon completion of an event. Inspection of the facility will be made by the Finance Officer or other city official or city employee after use and the deposit (or portion thereof) will be refunded following approval at the next Oacoma Town Board meeting.
3. **RENTAL FEES** are based on use of the facility for the day of the event only. Subject to availability, additional fees of (n/a)% of the regular rental fee for the requested area may be charged if additional time is needed prior to or after the event for set-up, tear-down or cleaning purposes. All events must conclude no later than 1:00 A.M., unless otherwise authorized by the Board of Trustees.
4. The total **RENTAL FEES** for the requested use of the Oacoma Community Center will be \$\_\_\_\_\_ per use according to the fee schedule and paid in advance, unless other arrangements are made with the Finance Officer. Except for community rummage sales, rental fees include the use of tables, chairs or other miscellaneous equipment. **The total CONTRACT amount due, including DEPOSIT and RENTAL FEES, prior to the event will be \$\_\_\_\_\_.**
5. **Renters must sign a use contract and pay a deposit to confirm dates.** Keys may be picked up prior to the event between 8:00 a.m. and 5:00 p.m., Monday through Friday, at the Finance Office in the Oacoma Community Center. **One main entrance key will be furnished to the renter which will open the main entrance (south) doors.** A separate key will be issued for access to the Storage/Mechanical rooms and each area rented for use according to this contract.
6. It is further agreed that if alcohol of any kind or percentage is to be consumed at the event to be held in the facility, a permit must be requested and obtained from the Town of Oacoma before use of the building. **All requests to consume alcohol must be made at least one month prior to the scheduled event.** The renter must provide an approved and responsible person(s) and proof of the renter's personal liability insurance

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coverage for all events involving the consumption of alcoholic beverages on the premises. Local Law Enforcement personnel will be notified of all requests granted for use of alcohol within the facility.

7. Restaurants or Bars catering functions on the premises will be responsible for the cleaning of their area of use. Please refer to the attached Cleaning Duty and Security Checklist for items needing attention. **A cleaning charge will be billed if the area of use is not properly cleaned.**
8. The renter will be responsible for any and all personal injuries, property damage, and other liabilities that occur during their rental of the facility. The renter understands that he, his invitees, licensees, or other users of the facility under this agreement are persons who are subject to the terms hereof, and in the event of incident arising to suit, that renter will assume all responsibility for payment of any damages that may be assessed due to any injury claimed, and will indemnify and hold the Town harmless for any judgments or other financial award that may be given to the person harmed. Renter further understands and agrees that this indemnification will include paying Town's attorney fees and expenses it may incur in having renter assume responsibility for any suit that is filed, judgement that is sought, or other award that is made arising out of renter's use of the Community Center. Renter is responsible for anyone who attends their event. The renter is responsible for keeping people out of other rooms that are not rented for the event. Should the Finance Officer or other city official see that a room, which was not rented, was used during the function, the renter will pay appropriate rental and/or clean up charges for that room. **ANY PERSON OR GROUP USING THE FACILITY MUST PROVIDE RESPONSIBLE ADULT SUPERVISION OF CHILDREN AT ALL TIMES.**
9. All doors must be locked at the completion of the event and keys dropped in the Payment Drop Box located near the Community Center main entrance (south door). Keys may also be left in the building at an agreed location or delivered to the City Finance Officer. **If doors are not locked following the event or if keys are not returned to the Finance Officer by the deadline, the deposit will not be returned to the renter. If any key is lost, there will be an additional charge of \$10.00 per lost key in addition to forfeiture of the deposit.**
10. Instructions involving renter's use of the facility must be observed and followed as stated. The undersigned person(s), organization or business does hereby enter into an agreement with the Town of Oacoma, Lyman County, South Dakota, for the use and responsibility, as stated above, of the facilities of the Oacoma Community Center, 100 East Third Street, Oacoma, South Dakota.

\_\_\_\_\_

Renter

\_\_\_\_\_

Date

\_\_\_\_\_

City Official

\_\_\_\_\_

Date