

**James Valley Community Center (JVCC)
Facility Rental Application and Agreement**

300 W 1st Avenue, Mitchell, SD 57301
(605) 995-8048

This application is submitted by _____ (Renter) in order to rent JVCC facilities on:

Date: _____ **Time:** _____

The James Valley Community Center is owned and operated by the City of Mitchell. Facility Rental Applications submitted to the City by a Renter will be treated as an offer to enter into an agreement. Each Renter submitting an application must be at least 21 years old. The agreement consists of the following terms:

THE RENTER AGREES TO:

1. Ensure a responsible adult is on site throughout the event.
2. NOT use or permit to be used any staples, tape, nails, or paper clips on any walls, ceilings, doors, or windows.
3. NOT utilize candles or other potential fire hazards.
4. NOT use the facility bingo machine, popcorn machine, ice machine, pool tables, or dart machines or any optional equipment unless as marked and paid for below.
5. Return tables, chairs, and all other moved items back to the position they were in prior to the event.
6. Move any optional rented equipment back to its designated location.
7. Clean up any spills immediately.
8. Place all trash in the outside dumpster after event and replace all garbage bags used.
9. Wash off countertops, tables, and chairs and clean glass if fingerprinted.
10. Sweep and mop the floor in all areas used.
11. Clean bathrooms if used.
12. Clean any carpet stains.
13. Vacuum rugs.
14. Shut off all lights.
15. Ensure all outside doors are locked.
16. Preserve and maintain the facility in good condition and not cause or permit damage to be done to the facility.
17. Use the facility solely for the event activities listed in Renter's application.

THE CITY AGREES TO:

1. Have the facility clean prior to Renter's event.
2. Make available tables and chairs for use during the event.
3. Complete any optional services or provide any optional equipment selected below by Renter.
4. Provide cleaning supplies (including broom, mop, bucket, and garbage bags) located in janitor's closet.

GENERAL TERMS:

The JVCC's standard hours of operation are 8:00 am to 5:00 pm Monday through Friday. Rentals may occur during or outside of standard operating hours at the rates outlined below.

Completed applications must be submitted a minimum of two weeks prior to the event. Rentals are approved on a first come/first served basis once the applicable deposit has been paid. The City will maintain a master schedule showing the availability of rentals.

The City may refuse an application for an event which is fundamentally incompatible with the operations of the JVCC. Incompatibility may be due to consumer protection concerns, an appearance of improper public endorsement of a particular ideology, candidate, or cause, disruption of normal JVCC operations, events which pose an unreasonable risk to the facility, or other similar issues.

A \$100 cancellation fee will be charged to persons who have approved rentals at the JVCC and cancel with less than 72 hours' notice from the event's scheduled start time.

Each Renter is responsible for making arrangements with the JVCC staff to have a tour of the JVCC for orientation of the facility usage. This includes contacts, and explanation of agreement obligations.

Each Renter is responsible for making their own arrangements with caterers. Caterers/Renters must provide their own catering supplies and staff members.

The City reserves the right to inspect the facility at any time. Renters found violating any term of this agreement may have their event canceled (prior to or during the event), forfeit the rental amount/security deposit, and/or be prohibited from renting the JVCC in the future.

A damage deposit of \$200.00 must be paid separately from the rental amount. The facility will be inspected by City staff following Renter's event. Any costs for damage will be deducted before releasing the deposit, including an additional fee for clean-up not performed by the Renter. If the facility is found to be in unsatisfactory condition, the entire damage deposit will be forfeited by Renter and the City will bill for any additional damages. No money will be released until the final inspection has been completed.

Renter covenants and agrees that they will indemnify and hold the City harmless from all liabilities of any nature arising from renter's use of the facility. Depending on the nature of the event, the City may require Renter to provide proof of liability insurance relating to the event and naming the City as an additional insured.

ALCOHOL AND TOBACCO USE:

Tobacco use is not permitted anywhere within the JVCC. An applicant must select one of three options relating to alcohol use when submitting an application: no alcohol, bring your own, or organization sponsored sales.

If the no alcohol option is chosen, then Renters and guests may not possess or consume alcohol on the premises.

If the bring your own option is chosen, then the Renter may bring their own alcoholic beverages for consumption but are solely responsible for ensuring that no alcohol is sold, consumed, or possessed by any person in a manner that violates federal, state, or local law. In compliance with SDCL 35-1-5.1, the JVCC does not sell or provide soft drinks, mix, or ice in relation to an event nor is there an additional charge for bringing such alcoholic beverages, soft drinks, mix, or ice onto the premises in relation to such event.

If the organization sponsored sales option is chosen, the Renter will need to contact an organization eligible to receive a special event alcohol permit and comply with any requirements or deadlines for the permit to be obtained. Only alcohol sold by the permitted organization is allowed on the premises during the event under this option. The Renter shall be solely responsible for ensuring that no alcohol is sold, consumed, or possessed by any person in a manner that violates federal, state, or local law.

PLEASE BE AWARE THAT THIS CONTRACT WILL NOT BE APPROVED UNTIL THE DEPOSIT HAS BEEN RECEIVED.

AREA TO BE RENTED (Capacity)	After Hours Rate	Member After Hours Rate	Operating Hours Rate	Members Operating Hours Rate
_____ General Purpose (80)	\$150	\$125	\$125	\$100
_____ North Activity Room (54)	\$75	\$65	\$65	\$55
_____ Conference Room (15)	\$35	\$25	\$25	\$15
_____ Sunroom (21)	\$50	\$40	\$40	\$30
_____ Deli Area (24)	\$45	\$35	\$35	\$25

*** All Rental rates are based on a 4 hour event period and do not include tax. Renter will also have an allowance of 1 hour total to be used for set-up before or tear-down after an event. If set-up, tear-down, or total event time exceed their allocated amount, Renter will be charged at double the applicable rate.

OPTIONAL EQUIPMENT REQUESTED

_____ Coffeemaker (supply your own coffee) \$15.00	_____ Podium \$15.00
_____ Smart Board \$25.00	_____ Screen \$15.00
_____ Tables & Chairs (arranged) \$25.00	_____ TV \$10.00

Rental Fee _____ Optional Equipment _____ **Total Rental Fee** _____

Activity Being Held _____

Check-In Time _____ Closing Time _____

Name of Renter _____ Person Responsible _____

Renter's Telephone _____ Renter's Address _____

Name of Caterer and/or Alcohol Sponsor Organization (if applicable) _____

OFFICE INFORMATION

Date Deposit Paid _____ Payment Method: Cash or Check # _____

Date Deposit Returned (if applicable) _____

Date Rental Paid _____ Payment Method: Cash, Credit or Check # _____

By signing this document, I acknowledge that I understand and agree with the contents and disclosures of the general rental agreement and facility rental deposit/payment agreement. Failure to abide by these conditions will terminate this reservation.

Renters Signature _____
JVCC Staff

Renters Name (print) _____
Date