

# Moweaqua Community Center Rental Contract

The Village Of Moweaqua (the "Village") owns and maintains a building for use by the community and general public at 415 N Main St, Moweaqua, IL 62550 (the "Moweaqua Community Center" or the "Premises"). Use of the Moweaqua Community Center is at the sole discretion of the Village. Commonly approved uses are: Birthday Parties, Meetings, Seminars, Reunions, Auctions, Sales. This list is not exhaustive, and other uses may be approved at the sole discretion of the Village.

\_\_\_\_\_ (Name / Company) (the "Renting Party") wishes to

rent the building from \_\_\_\_\_ : \_\_\_\_\_ AM / PM on \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_ to \_\_\_\_\_ :

AM / PM on \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_ .

Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**SCOPE OF AGREEMENT:** This contract is for the purpose of establishing a relationship between the Renting Party and the Village to rent the Moweaqua Community Center on the above date(s).

**DAMAGE & INDEMNITY:** The Renting Party will be liable for any damages, losses, or liability caused by the Renting Party, its guests, or anyone contracted by the Renting Party to provide services or goods. Only Village Employees, or their approved contractors, are authorized to make repairs, adjustments, or alterations to the Moweaqua Community Center, including its building mechanicals or structure. The Renting Party agrees to be responsible for any and all losses, costs, damages, and expenses caused by, or arising out of any incident, accident, or other occurrence that is found by the Village to be the fault of the Renting Party or any persons on the property invited by or otherwise allowed to remain on premises by the Renting Party. The Renting Party agrees to indemnify and hold harmless the Village from any damages or cause of action of any kind that might occur because of the Renting Party's use of the Moweaqua Community Center. In no event shall the Village be liable for any indirect, special, incidental, consequential, exemplary, special, punitive or lost profit, lost revenues, or damages of any kind or nature arising out of this agreement or the Renting Party's use of the Moweaqua Community Center.

**BUILDING CONDITION AT CONCLUSION:** The Renting Party shall leave the Moweaqua Community Center in the condition in which it is found. At a minimum, the Renting Party shall:

- Return tables, chairs, & any other fixtures to their original location.
- Place trash and other waste in proper trash receptacles for disposal.
- Sweep all floors and leave all floors in reasonably good condition.
- Return thermostat to the preset temperature.
- Remove all personal items and decorations.

Should the Premises not be returned in satisfactory condition, an additional cleaning fee will apply, which fee shall be determined by the Village in its sole discretion and invoiced to the Renting Party.

# Moweaqua Community Center Rental Contract

**HANGING OF DECORATIONS & OTHER MATERIALS:** At no time shall the Renting Party permanently attach any items to the walls or other material structures of the Moweaqua Community Center. Permanent is defined as anything that causes irreparable or visible damage to the walls, such as high strength tape, tacks, nails, or glue. Prior to the event, the Renting Party shall consult the Village regarding approved materials.

**SET UP:** In most cases, the Moweaqua Community Center will be available for set-up before the event. The Village will advise when the building is available. Availability for setup ahead of the event is not guaranteed and is subject to maintenance, cleaning, or other rentals.

**ALCOHOL CONSUMPTION:** Alcohol consumption is permitted, at no extra cost. The Renting Party shall be responsible for following all laws and regulations regarding the consumption and sale of alcoholic beverages.

**SMOKING, DRUGS, ILLEGAL SUBSTANCES, WEAPONS, AND FIREARMS:** Smoking of any kind, including cigarettes, electronic cigarettes, vaping devices, or other tobacco products, is not permitted inside the building, or within 15 feet of any exterior entrance. Marijuana, drugs, narcotics, illegal substances, weapons, and firearms are not permitted on the Premises at any time. The Renting Party shall be assessed a \$1,000 fine for any smoking within the building or for the presence of marijuana or other prohibited substances or items on the Premises.

**DAMAGE DEPOSIT:** A damage deposit of \$100 per day shall be paid before access to the Moweaqua Community Center is granted. This deposit shall be paid in the form of a separate check or money order. If the Village determines, in its sole discretion, that the Renting Party has left the Premises in the condition in which it was found and has met all criteria for damage and cleanliness, the Village will return the deposit. If the Village makes such a determination, the deposit will be returned to the Renting Party when the keys are returned to the Village, so long as a damage assessment has been conducted and the building is found to be satisfactory in condition. If the assessment is conducted at a later time and the Village determines the building is in satisfactory condition, the deposit will be mailed back to the Renting Party.

**LOST ITEMS / THEFT:** Items are frequently discovered after an event and during the cleaning process. Items left will be tagged with the date found and a description of the item. Items will then be placed in a "Lost and Found" for thirty (30) days. After thirty (30) days, the Village may destroy, discard, sell, or otherwise dispose of any items. Items left or otherwise stored on the Premises are considered "At Your Own Risk" and cannot be assured against damage, theft, or other peril. The Renting Party shall be responsible for notifying all persons or other parties of this information.

# Moweaqua Community Center Rental Contract

**OCCUPANCY:** At no time shall the building be occupied by more than 106 persons. The Renting Party is responsible for occupancy requirements being met. Occupancy may be lowered due to circumstances, at the sole discretion of the Village or the State Fire Marshal's Office.

**NOT FOR PROFIT ORGANIZATIONS:** The Village may, in its sole discretion, allow the Moweaqua Community Center to be utilized by charitable organizations or community events for no charge. All other stipulations of this contract shall remain in effect.

**FEES AND RESERVATION:** The current rental rates are: \$75 for up to three (3) hours of use; and \$150 for events above three (3) hours and up to ten (10) hours of use.

**NOISE & TIME RESTRICTIONS:** Noise levels shall be within Village Ordinances, and all events must cease by 11:00 PM, with the Premises cleaned and returned to pre-rental condition by 11:59 PM.

**PERMITS & LICENSES:** It is the responsibility of the Renting Party to obtain all necessary governmental certificates, consents, permits, licenses, or other authorizations regarding their event.

**LEGAL ACTION:** This agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the State of Illinois. Any legal suit, action, or proceeding arising out of or relating to this agreement or the services provided shall be instituted exclusively in the state or federal courts located in Shelby County, Illinois, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The parties further agree to waive any objection they may have now or in the future to the venue of any action brought related to this agreement in Shelby County, Illinois.

**The above and foregoing being in accordance with the understanding of our arrangement the parties signify their agreement thereto by their signatures on the date stated below.**

X

\_\_\_\_\_  
Renting Party

X

\_\_\_\_\_  
Village Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date