

Darby Community Clubhouse Rental Agreement

This agreement made between the Darby Community Clubhouse herein after referred to as "DCC" and

herein after referred to as "Renter", do hereby witness: The Renter agrees to pay \qquad for the rental of DCC, located at 106 North Main St, Darby MT 58929. The Renter agrees to pay \qquad cleaning/damage deposit, refundable subject to the terms of this agreement, prompt return of the DCC check-out list and key to the DCC representative for approval. The cleaning/damage deposit plus 50% of the rental fee will be charged if a reservation is canceled within 30 days or less of the event. Cleaning and removal of all items must be accomplished the day of event, unless stipulated here:

If cleaning and/or damage repair exceed the deposit, the Renter agrees to accept full responsibility/liability for the additional amount. If the Renter violates these terms, DCC may unilaterally terminate the rental contract. The Renter agrees to abide by the terms of this agreement.

| DCC Rental Rates & Deposits | | | | |
|---|----------|--|--|--|
| Complete Hall | \$210.00 | | | |
| Main Cultural Hall | \$125.00 | | | |
| Kitchen | \$ 50.00 | | | |
| Meeting Room | \$ 35.00 | | | |
| Alcohol Use Fee | \$100.00 | | | |
| Cleaning/Damage Deposit | \$ 75.00 | | | |
| Cleaning/Damage Deposit 100 individuals or more | \$125.00 | | | |
| Total Rental and Denosit Fee Due Within 10 Days | | | | |

Total Rental and Deposit Fee Due Within 10 Days

| Rental Date: | , | the | of | _ 20 | |
|-----------------------|-----|-----|----------------|----------|--|
| Rental Times: | _to | ٢ | lame of Event: | | |
| Name of Organization: | | | | | |

My signature verifies that I have fully read and understand this rental agreement and agree to accept full responsibility to abide by its conditions.

| Date: | Signature: | | | | |
|---|------------|---------------------------|------|--|--|
| Printed Name: | | Phone Number: | | | |
| Address: | City: | State: | Zip: | | |
| DCC Representative: | | Phone Number: | | | |
| Complete and return: | | Darby Community Clubhouse | | | |
| Rental Agreement & Conditions of Rental Agreement | | P.O. Box 511 | | | |
| with payment within 10 days to: | | Darby, MT 59829 | | | |

Conditions of Rental Agreement

- 1. A written agreement for the use of the Darby Community Clubhouse shall be granted only upon written request by an authorized representative of the organization seeking the use of the facility. The key will be checked out to the Renter's representative responsible for the event. Renter accepts responsibility for the actions of its representative(s) related to this rental agreement and is responsible for any event insurance.
- 2. An authorized representative of the organization seeking the use of the facility is responsible for full payment of rent and deposit within 10 days of request for booking. The DCC Board requests one (1) week notice for Meeting Room and at least one (1) month notice to reserve Main Cultural Hall or Complete Hall. Renter is advised to check with DCC 48 hours in advance to make sure facility is ready for your guests and communicate any changes or requests. A 50% penalty of booking fee may be assessed for cancellations which occur less than five (5) days before reserved date.
- 3. Cleaning/security deposit is refundable upon completion of all items on DCC check-out list and approval of DCC's cleaning representative. You may schedule a joint check-out inspection with a DCC Representative, or you can sign the DCC check-out list indicating that you have met the requirements necessary for receiving your deposit back.
- The key shall never be transferred to any other party for any reason. Keys are available at Electric Beach, 101 N. Main, Darby MT 59829; 406-821-4151, between the hours of 9:00 am to 5:00 pm Monday – Friday. After hours you can call 406-821-3086.
- 5. Permission for use of the facility may be revoked by the DCC representative when there have been violation(s) of any of these conditions or any other regulations.
- 6. All Renters will be billed and/or charged for any additional costs associated with unreasonable wear or breakage to DCC property, and/or custodial costs required due to leaving the facility in an unclean or damaged condition.
- 7. Smoking is not allowed in any part of the Darby Community Clubhouse.
- 8. If legal action is brought involving this rental agreement, the prevailing party shall be awarded reasonable attorney fees.
- 9. Free parking is available on the south and east sides of the Clubhouse and to the south of the old fire station.

I hereby release and forever discharge the Darby Community Clubhouse Board, located at 106 North Main St, Darby, MT, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns (collectively "Releases"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity. **Please submit with Rental Agreement.**

Renter's signature:

Check-Out List

Give yourself plenty of time to decorate as well as clean up. Don't be in a hurry to get it done; it could cost you your deposit. If you need additional time to decorate or clean up, you must pay an additional rent or make prior arrangements with DCC. You must clean our facility and complete this check-out list the day of your event. You may not keep the key overnight or clean the next day. If DCC is out of something, please leave a note on the janitor's closet door. In order to receive your rental cleaning and damage deposit back you must complete this Check-Out List prior to leaving the facility following your event. The completed Check-Out List and key must be placed in the Drop Box as you leave. If all instructions on the list are followed, your deposit will be refunded.

_____1. Any and all materials used for decorating such as **tape**, glue, staples, tacks, paint, sequins, pins, etc. must be completely removed from all surfaces, i.e. tables, floors, windows, counters, walls, stage, or anything that has been used.

_____2. All tables and chairs wiped down (remove any tape) and put back in orderly manner in designated storage area. Any damaged items placed to one side. You can stack 8 tables of equal size up on the south end of the Cultural Hall. Chairs are to be stored on racks in Meeting Room and Cultural Hall. Chair Racks and Tables should be moved carefully in order to protect the floor finish.

_____3. All oil/grease is to be placed in the metal container in the refrigerator. All food and coffee grinds placed in a plastic bag and disposed of in the outside dumpster. **Only soapy water or clear liquid is to go down the sink drain.** All kitchen counters, sinks, appliances, stoves and refrigerator wiped and cleaned. Kitchen swept and mopped.

_____4. All bathroom toilets and urinals flushed and cleaned, counters wiped and cleaned, garbage emptied. Bathroom lights and fans turned off. Bathroom floors mopped.

_____5. All hardwood floors swept, and dust mopped. **Do Not wet mop hardwood floors.** Tiled floors swept and damp mopped. Cleaning equipment put back in janitor closet in an orderly manner. All spills wiped up immediately.

_____6. All windows closed and locked.

_____7. Trash of any kind picked up and disposed of. All garbage cans emptied (rinsed out if needed), new bags inserted, and put in proper places. Garbage goes in dumpster in southeast corner of building. If left overflowing, Bitterroot Disposal fines DCC and you will lose your deposit.

_____8. All lights turned off.

_____9. All outside doors closed and locked.

DCC is not responsible for lost, stolen, or damaged articles of any kind left inside or outside, including cars.

This page must be signed indicating that you have complied with the Check-Out list. Leave this page with the key in the drop box as you leave. Thank you!

Renter's Signature: _____