



**CITY OF PHILLIPSBURG
BUILDING RENTAL AGREEMENT
944 2nd St
PHILLIPSBURG, KS 67661
785-543-5234
After hours 785-543-1941**

DATE: _____

BUILDING RENTAL AGREEMENT

The Phillipsburg City Council hereby authorizes the rental of the Community Building / Armory by the following entity or individual under the following terms and conditions:

I. RENTER

Organization/Group/Individual's name: _____ the "Renter,"

Organization/Group/Individual's Telephone: _____

Organization/Group/Individual's Address: _____

Authorized Agent's Name: _____

Authorized Agent's Address: _____

Authorized Agent's Telephone: _____

II. BUILDING PROPERTY TO BE RENTED:

Phillipsburg Community Building _____

Phillipsburg Armory Building _____

III. PURPOSE OF RENTAL: [DESCRIBE WITH SUFFICIENT DETAIL TO CLEARLY EXPLAIN THE ACTUAL USE]

Y N

Youth activity under the age of 18?

Is participation limited? _____ If yes please explain _____

IV. DATE OF EVENT: Date(s) _____.

DATE OF SETUP/TEAR DOWN: Date(s) _____.

V. COMMUNITY BUILDING FACILITIES AUTHORIZED FOR USE UNDER THIS RENTAL AGREEMENT BY RENTER:

A. FACILITIES AND CHARGES

Assembly Hall	\$100 per day of the event	= \$ _____
	\$10.00 per hr. (4 hr. max)	
Setup/tear down	\$50 per day	= \$ _____

B. DEPOSIT FEE:

Assembly Hall, Bathrooms	\$ 250.00 (by separate check)	= \$ _____
TOTAL RENTAL COSTS:		= \$ _____

ARMORY FACILITIES AUTHORIZED FOR USE UNDER THIS RENTAL AGREEMENT BY RENTER:

A. FACILITIES AND CHARGES

Assembly Hall & Kitchen	\$200 per day of the event	= \$ _____
	\$10.00 per hr. (4 hr. max)	
Setup/tear down	\$50 per day	= \$ _____

B. DEPOSIT FEE:

Assembly Hall, Bathrooms, & Kitchen	\$ 250.00 (by separate check)	= \$ _____
TOTAL RENTAL COSTS:		= \$ _____

VI. ADDITIONAL STIPULATIONS AND AGREEMENTS:

The Renter understands and hereby agrees that the following conditions, terms and stipulations apply to this Rental Agreement:

1. RENTAL OF THE BUILDING TO MINORS PROHIBITED.

2. This Rental Agreement will be executed one (1) day prior to the rental date.

3. The Renter is responsible for compliance with all laws of the State of Kansas, and ordinances and resolutions of the City and County in which the facility is located, to include responsibility for securing all permits as may be required and for making all arrangements for law enforcement and fire department personnel, and it is understood by the Renter that such laws and ordinances will be enforced by law enforcement and fire department personnel, as may be appropriate.

4. SMOKING IN THIS CITY OWNED BUILDING IS PROHIBITED.

5. The City of Phillipsburg assumes no liability whatsoever for accidents, bodily injuries, or property damage which may arise either directly or indirectly from or out of Renter's use of the Building. The Renter agrees to fully "**HOLD HARMLESS**" the City of Phillipsburg for all costs, personal injury or property damage or loss resulting either directly or indirectly from Renter's use of the Building.

6. The building and its facilities will be inspected by the Renter before and after occupancy. The Renter will be responsible for reimbursement for all property damages to the facility and its equipment from incidents due to the Renter's occupancy.

7. The City of Phillipsburg reserves the right to unqualifiedly limit recurring use of the building or any facility therein.

8. Sub-leasing of the building and/or its facilities is prohibited.

9. Fire escapes, fire equipment, and electrical control panels will not be obstructed.

- 10. Driveways will not be blocked. Parking will be in parking areas only.
- 11. All marked exits and front entrance doors will be kept clear at all times.
- 12. No permanent alterations to or defacing of facility property will be permitted.
- 13. No vehicles allowed inside the facility unless written permission from the City Council.
- 14. The facilities and equipment will be inspected following the rental by city personnel. Equipment borrowed, such as tables, chairs, and kitchen items will be cleaned prior to returning them to their original location. A representative of the City will inspect the facility to ensure the equipment and the building are brought back to their original state at time of rental. If the facilities and equipment have been thoroughly cleaned, the deposit fee will be returned to the renter.
- 15. Facilities will also be inspected after each hourly rental. Facilities and equipment that have not been thoroughly cleaned or equipment borrowed, such as tables, chairs and other items returned to their original locations may cause rental privileges to be revoked for 30 days.
- 16. All charges for the use of the facilities, except as provided in the preceding paragraphs hereof, will be paid prior to the rental period. All such charges and fees will be payable to the City of Phillipsburg.
- 17. It is understood that this Rental Agreement is subject to cancellation at the discretion of either party to this Rental Agreement, with at least twenty-four (24) hours notice prior to the specified time for the rental period described herein. In the event of a declared emergency by the City of Phillipsburg this agreement shall be immediately and automatically terminated.
- 18. All parties to this Rental Agreement will comply with the Kansas Act against Discrimination (K.S.A. 44-1001 *et. seq.*) and shall not discriminate against any person because of religion, color, sex, physical handicap, national origin, or ancestry. Violation of this provision shall constitute a breach of this Rental Agreement, and the City of Phillipsburg representative shall be authorized to immediately terminate this Rental Agreement.

19. Additional information/remarks (also, for multiple rental dates):

(a) **Renter will be held responsible for damage to tables, chairs and other equipment.**

(b) **Key replacement if lost is \$100 key #** _____;

(c) _____;

(d) _____;

(e) _____;

I, THE UNDERSIGNED RENTER OR ITS AUTHORIZED AGENT, SWEAR (OR AFFIRM) THAT THE INFORMATION ABOVE IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND THAT I HAVE READ AND UNDERSTAND THE CONDITIONS, STIPULATIONS AND TERMS OF THIS RENTAL AGREEMENT, AND AGREE TO AND ACCEPT THE SAME.

(Renter or Authorized Agent)

City of Phillipsburg representative



CITY OF PHILLIPSBURG
PUBLIC WORKS DEPARTMENT
945 SECOND STREET
PO BOX 447
PHILLIPSBURG, KS 67661

City of Phillipsburg Facility Clean-up Check List

Date: _____

Renter: _____

Front Entrance is clean: floor mopped, rugs vacuumed, door windows washed.

____ Hall area: floor mopped, trash cans emptied, trash taken to dumpster and liners put in cans. No items left on walls or ceiling.

____ Chairs and tables: Items put back in carrying racks and returned to storage area.

____ Kitchen Area: floor mopped, counter, stove, refrigerator or any other items used in the kitchen are washed and put up.

____ Restrooms: floor mopped, trash dumped and liners put in cans, urinals and stools cleaned, minors and sinks cleaned. City will replace paper towels, toilet paper and fill soap dispensers.

____ Storage Area: If used, has to be swept out and any items moved need to be put back where they were found.

____ Outside area: No trash or other items left that were tied to rental use.

Corrections to be made before deposit is returned:

Re-inspect ion date:

Corrections were made: Yes No

Deposit is to be returned: Yes No

City Inspector: _____ Date: _____