

**WOOD RIVER COMMUNITY ROOM
LICENSE AGREEMENT**

FACILITY: Wood River Community Room, "Community Room"
(excluding city offices), Parking Lot and surrounding City owned property
108 East 10th Street, Wood River, Nebraska 68883

PARTIES: "CITY" - City of Wood River, Nebraska
108 East 10th Street
Wood River, Nebraska 68883

"LICENSEE" - Name: _____
Address: _____
Phone Number: _____

Description of Event: _____

Date of Event: _____; Additional Days for set-up/cleaning: _____

This agreement made this _____ day of _____, 20____, by and between the City of Wood River, Nebraska, A Municipal Corporation, hereinafter referred to as "CITY", and _____ hereinafter referred to as "LICENSEE" (whether one or more). In consideration of the mutual promises and covenants contained herein, CITY and LICENSEE AGREE AS FOLLOWS:

1. CITY agrees to use by the LICENSEE of the following described premises, to-wit:

The Wood River Community Room, located at 108 East 10th Street, Wood River, Nebraska.

The use shall commence on the _____ day of _____, 20____, and continue to the _____ day of _____, 20____.

2. LICENSEE shall deposit with CITY the sum \$750.00 (cash, credit card or money order) upon receipt of the key, as a security deposit which will be retained by CITY to apply on any damage or loss other than ordinary wear occurring to said Community Room or equipment therein, any items not completed on cleaning list, or for failure to abide by the terms of this agreement. Under no circumstances can said deposit be applied by LICENSEE to pay fees and charges due or in lieu of cleanup. Said deposit, less itemized deductions, will be returned within 14 days of the event.

3. LICENSEE is fully responsible for all damage, and agrees to pay for all damages in excess of security deposit caused by LICENSEE, LICENSEE'S family, guests, servants, invitees, or others permitted by LICENSEE to be on the premises.

4. LICENSEE further agrees to use said premises solely for legal and proper functions and events and shall not sell or assign this agreement, or sublicense under this agreement, without

written consent of CITY.

5. LICENSEE agrees not to do anything on the premises which would increase insurance rates or fire hazards or violate any municipal ordinances or codes or state laws.
6. That failure on the part of LICENSEE to comply with any of the provisions of this agreement or rules attached hereto and a part hereof shall, at the option of the CITY, constitute forfeiture thereof.
7. LICENSEE agrees the CITY shall have the right to enter said premises at any time during this license agreement.
8. LICENSEE agrees to be bound by all existing rules and regulations and all reasonable rules and regulations which may, from time to time, be adopted by said CITY, and the same shall be construed to be conditions of this agreement.
9. Any property of whatsoever description left in or about the premises after the License agreement term shall, at CITY'S option, become the property of the CITY.
10. LICENSEE will not cause or permit the premises to be used for any unlawful business or purpose whatsoever and that the LICENSEE will use all due care and diligence in guarding the premises from damage by fire, theft, vandalism and other casualties. LICENSEE will conduct him/herself in a reasonable manner and cause those the LICENSEE permits on the premises to do likewise. LICENSEE will hold the City harmless and indemnify the City for all expenses including attorney fees and court costs on any liability resulting from the LICENSEE's possession of the premises or the conduct of the LICENSEE or those the LICENSEE permits on the premises.
11. CITY and agents thereof shall not be liable for any damages to personal property or injuries to the person of LICENSEE or others from any cause arising out of this lease. LICENSEE further agrees to indemnify and hold harmless the CITY and agents thereof from any claim or loss (including that of LICENSEE) on account of the liability herein assumed. Specifically, but without limitation, the CITY shall not be liable for (a) any damage due to acts of nature or man; (b) any stolen items or property (c) any vandalism (d) any bodily injury (e) attractive nuisance. LICENSEE acknowledges that LICENSEE has been encouraged to examine his or her insurance coverage relating to this event. LICENSEE is not insured by the CITY. CITY assumes no liability or responsibility for the personal property of LICENSEE.
12. In the event said premises are totally destroyed by fire, rain, wind, or other causes beyond the control of CITY, or are condemned and ordered torn down by any properly constituted authorities of the Federal, State, or County Governments, then in any of these events, this agreement shall cease and terminate as of the date of such destruction of said premises.
13. CITY and agents thereof shall not be liable for any damages to personal property or injuries to the person of LICENSEE or others from any cause arising out of this agreement. LICENSEE agrees to indemnify and hold harmless the CITY and agents thereof from any claim or loss (including that of LICENSEE) on account of the liability herein assumed. Specifically, but without limitation, the CITY shall not be liable for (a) any damage due to

acts of nature or man; (b) any stolen items or property (c) any vandalism (d) any bodily injury (e) attractive nuisance. LICENSEE acknowledges that LICENSEE has been encouraged to examine his or her insurance coverage relating to this event. LICENSEE is not insured by the CITY.

14. Anyone wishing to use the Community Room shall contact the CITY office with the date requested and type of activity they wish to hold. The event will be placed on the calendar; however this date will not be confirmed unless the License fee is received within 5 business days of the request. If the License fee is not received within 5 business days the date requested will be considered open on the calendar.
15. License fee must be PAID when the key is picked up at the CITY office during regular business hours, 8:00 a.m. to 4:30 p.m. Monday through Friday. LICENSEE may pick up the key one day before the event. If LICENSEE'S event is scheduled on a Saturday, Sunday, or holiday LICENSEE must pick up the key on the last Business day prior to event. The license fee includes use of the facility one day before the event for set-up, provided the facility is not previously reserved. If you wish to reserve the Community Room before the event, the fee is \$25.00 for each additional day. The key will be returned promptly to the CITY office following the event and after cleaning the Community Room. If event takes place on a weekend or holiday, key may be placed in drop box located on east side of building (drive through deposit slot).
16. It is understood that LICENSEE shall use the license premises for the above-described event only and for no other purpose whatsoever.
17. LICENSEE is totally responsible to the CITY for ANY damages occurring during the use of the premises. There will be a minimum \$75.00 charge for any damages per use, with a maximum charge of the costs to repair damages.
18. Decorating for events will be allowed. LICENSEE can decorate the day before the date reserved, providing the building is not reserved on that day. Additional days to decorate may be reserved for a fee of \$25.00 for each additional day. No tacks, tape, nails, etc. will be allowed on the walls, floors, or ceiling. **NO CANDLES WITH AN OPEN FLAME ARE PERMITTED.** Battery operated, flameless candles may be used. **USE OF OPEN FLAME CANDLES WILL RESULT IN THE FORFEITURE OF THE SECURITY DEPOSIT.**
19. LICENSEE of the Community Room will be responsible for cleaning after the activity is over. Restrooms must be cleaned, floors swept and/or wiped clean and any black marks must be removed, and trash placed in the dumpster. Trash in the parking lot must also be picked up. Tables and chairs must be cleaned and returned to original location with chairs placed upside down on tables. Any tables and chairs removed from the storage room shall be cleaned and returned to the storage room and stored in an orderly fashion. Tables and chairs shall not be removed from the building. A complete checklist is included with this agreement.
20. No tables, chairs, utensils, or furnishings shall be removed from the Community Room. Tables must be carried, not slid on the floor. You must provide your own cleaning supplies and towels for cleaning the facility.

21. It is the CITY's discretion to use the Community Room first for community activities as a first priority, and thereafter for private purposes. In the event of an emergency, the CITY reserves the right to cancel this License agreement for use of the Community Room without notice when such emergency is deemed necessary by the CITY.
22. The following rates for use of the premises shall apply and are due to the CITY Office before keys are picked up.
- Events longer than 5 hours: \$100.00 for residents of the City of Wood River, \$400.00 for non-residents.
 - Events 5 hours or less: \$50.00 for residents of the City of Wood River, \$200.00 for non-residents.
 - Deposit of \$750.00 per event.
 - Non-profit community organizations and funeral dinners will not be charged a fee or deposit.
 - A surcharge equal to 100% of the base fee (not including deposit) shall be required for any events at which alcoholic liquor will be served.
 - A surcharge equal to 100% of the base fee (not including deposit) shall be required for if the primary use of the premises for profit, such as solicitation of sales of real or personal property or services for fee, or if a fee is charge to attend the event. Wedding receptions or wedding dances, family gatherings, showers, and parties shall not be considered "for profit" events when compensation is paid to a caterer for meals or alcoholic beverages or for entertainers.
 - Additional days for decorating or cleanup, \$25.00 per day.
 - CITY'S city council or mayor may permit use of the premises by city officers, departments, agencies, contractors, committees and other authorized organizations or groups with no contract, charge, fee or deposit required.
23. No person or entity will be permitted to reserve the Community Center for events scheduled on more than two (2) calendar days unless approved by CITY'S city council. Reservations pending at the time of making a new reservation shall be included for purposes of this section.
24. LICENSEE acknowledges that CITY has the right to use or permit the use of portions of said Community Room/Center not otherwise reserved by LICENSEE.
25. It is agreed that the terms of this agreement are contractual and not mere recitals and are binding upon the parties hereto, their successors, heirs, personal representatives and assigns.
26. If any provision or paragraph of this agreement is unenforceable, the remaining provisions or paragraphs shall nevertheless be carried into effect.

Please read entire document before signing. Return this License agreement with deposit to 108 East 10th St. Wood River, NE 68883. Keep copy for your records. Make payment to City of Wood River.

Will liquor be available or served at this event? Yes No

IF LIQUOR IS TO BE AVAILABLE OR SERVED, LICENSEE IS RESPONSIBLE FOR CONTACTING A LIQUOR RETAILER HAVING A CATERING LICENSE TO MAKE ARRANGEMENTS REGARDING THE SPECIAL DESIGNATED LIQUOR LICENSE ("SDL") REQUIRED FOR THE EVENT. APPLICATION FOR A SDL SHOULD BE MADE AT LEAST 30 DAYS IN ADVANCE AS SDL's ARE ISSUED BY THE NEBRASKA LIQUOR CONTROL COMMISSION.

POSSESSION OF ALCOHOL IN THE COMMUNITY ROOM IS ABSOLUTELY PROHIBITED UNLESS THE ALCOHOL IS SUPPLIED AND SERVED BY A LICENSED LIQUOR RETAILER WITH A SDL FOR YOUR EVENT. YOUR DEPOSIT WILL BE FORFEITED IF ALCOHOL IS PRESENT WITHOUT A SDL FOR THE EVENT.

- Cleaning Checklist will be strictly enforced. You have the right to both a pre-use and a post-use inspection with a City representative. If you don't take advantage of this right, you are responsible for following "Cleaning Checklist" regardless of the Community Room's condition before you took possession.

I have received a copy of the guidelines for the Wood River Community Room and I will abide by the rules and regulations.

LICENSEE: _____ Date(s) Reserved: _____

Dated: _____

License fee: \$ _____ Date paid: _____

Cleaning/Damage Deposit \$ _____ Date paid: _____

LICENSEE's Signature

CITY OF WOOD RIVER, NEBRASKA

By _____

AGREEMENT OF CATERER

Anyone serving liquor at the COMMUNITY ROOM is required to have at least One Million Dollars (\$1,000,000.00) in general liability insurance with proof of insurance provided to the City prior to the Event. Caterers must also have a valid Nebraska Liquor Commission license. **MINORS ABSOLUTELY WILL NOT BE SERVED ALCOHOLIC BEVERAGES.**

The City will assume no responsibility for problems, legal or otherwise, which could result from consuming alcoholic beverages in the COMMUNITY ROOM, or surrounding property. All caterers shall be solely and completely responsible for the liquor permit and any resulting violations.

EVENT: _____ DATE: _____

The undersigned acknowledges that it will be the caterer of alcoholic beverages in the Wood River Community Room.

1. Caterer shall follow all laws and rules regarding the providing of alcoholic beverages in the Wood River Community Room.

2. Caterer has a general liability insurance policy in effect in an amount not less than \$1,000,000.00 and caterer shall provide city proof of said insurance for catering alcohol in the Wood River Community Room.

3. All responsibilities for damages or problems, legal or otherwise, which might result from providing alcoholic beverages in the community room, or surrounding property, shall be assumed by caterer and caterer agrees to hold the city harmless from any liability and indemnify the city for any costs incurred arising from caterer's services at the Wood River Community Room.

4. It is agreed that the terms of this agreement are contractual and not mere recitals and are binding upon the parties hereto, their successors, heirs, personal representatives, and assigns.

5. If any provision or paragraph of this agreement is unenforceable, the remaining provisions or paragraphs shall nevertheless be carried into effect.

CITY OF WOOD RIVER, NEBRASKA

DATE: _____

BY _____

_____(Caterer)

_____(Signature)

CLEANING CHECKLIST
WOOD RIVER COMMUNITY ROOM

Please give a copy of this checklist to anyone helping with clean up.

**** The following list has been compiled to clarify the duties of cleaning the Wood River Community Room after a function. Make sure all doors are locked when leaving. No garbage may be left outside of dumpsters. Any excess must be removed by LICENSEE.**

COMMUNITY ROOM

- Wash off** tables and chairs. Place chairs upside down on top of tables.
- Vacuum all carpeted areas, including under tables.
- Put away tables and chairs that were removed from the storage room.
- Pick up trash and put in dumpster.
- Dust mop the floor and **mop up any spills**. Brooms and mops are in the storage room.
- Entryway doors need to be cleaned **and** floor swept.
- If any tables or chairs need repair, leave out in the room.

KITCHEN

- Put trash in dumpster.
- Clean and put away any dishes, etc. used.
- Dust mop **and mop** the floor.
- Wipe counters off.
- All appliances must be cleaned inside and out.

BATHROOMS

- Put trash in dumpster.
- Clean toilets and urinals as necessary.
- Clean sinks, faucets and mirrors.
- Dust mop **and mop** floor.

PARKING LOT

- Pick up trash and put in dumpster on east side of City Hall.

ANY TIME THE COMMUNITY ROOM IS USED FOR AN EVENT, THE RESTROOMS AND ENTRY WAY MUST BE CLEANED ACCORDING TO CLEANING CHECK LIST.

LICENSEE