

EVENT SPACE RENTAL AGREEMENT

This Event Space Rental Agreement (the "**Agreement**") is made this ____ day of _____, 2022, by and between the City of Crescent, a municipal corporation, (the "**City**"), and _____, (the "**Renter**"). The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

Whereas, the Renter desires to temporarily rent, occupy, and make use of the City's venue, located at _____ ("**Facility**"), and

Whereas, the City agrees to such rental, occupation, and use in consideration of certain payments and covenants herein enumerated;

Now, therefore, the parties agree to the following recitals and terms and conditions:

RECITALS

1. The primary address for any Notice required in this Agreement, should be mailed to City at the following address: City Manager, City of Crescent, PO Box 561, Crescent OK 73028, or such other address as City may specify by Notice to Renter ("**City's Notice Address**").
2. The primary address for any Notice required in this Agreement, should be mailed to Crescent Chamber of Commerce, Inc., at the following address: _____, or such other address as Renter may specify by Notice to City ("**Renter's Notice Address**").

TERMS AND CONDITIONS

1. Agreement. In consideration of the rents, covenants, and agreements set forth in this Agreement, City does hereby demise and lease to Renter, and Renter does hereby rent and lease from City the Facility, for the use of all rights, easements, entrances, exits, approaches and appurtenances relating to the Facility for event purposes.
2. Term. The primary term of this Agreement shall be _____ (the "**Event Date**").
3. Rent. Renter shall pay a rental fee, by check delivered to the City of Crescent located at 205 North Grand, Crescent, Oklahoma; or send to City at the above said City's Notice Address. The check shall be made out to the City of Crescent unless given notice by City of such change.

3.1 Rent. The rental fee for the Facility shall be, except as otherwise provided in this Agreement, as follows: \$ _____. Renter shall pay to City for the Facility in advance 30 days before the Event Date.

4. Facility Use. Renter may use the Facility as a recreational facility and general event venue only and for no other purposes. Renter warrants and covenants as follows:

- a. Renter shall not use the Facility for any criminal purpose.
- b. Renter shall keep the Facility in neat order and in accordance with all municipal, state or federal laws, ordinances, rules and regulations.
- c. Renter agrees to protect City against any and all damage, including but not limited to negligent or willful actions, beyond normal wear and tear, to the Facility hereby, whether such damage shall result from the actions, abuse, or neglect of Renters' family, friends, employees, agents or clients excepting such damage resulting from Acts of God, or other such condition beyond control of Renter.
- d. Renter shall not create any odors or noise that may be offensive to City, surrounding property owners, or any other Renters.
- e. Renter shall not keep animals or refuse in or on the Facility.
- f. Renter shall not create any fire hazards.
- g. Renter shall abide by all terms of said Agreement.
- h. Upon termination of this Agreement, Renter agrees to surrender possession of the Facility in a timely fashion and in as good condition and repair as when received, ordinary wear and tear excepted.
- i. Renter shall not allow live fire ammunition on Facility.
- j. Renter shall be allowed to use or imbibe in low proof alcoholic beverage (beer or wine) or serve or sell low proof alcoholic beverage on the Facility as long as the area alcoholic beverages are being sold is fenced.
- k. Other activities may be approved by written addendums to the Agreement, and shall be dated and executed by both City and Renter.

5. Removal of Event Items and Trash. Renter shall remove all personal property, trash, and other items that were not present in or on the Facility when Renter took control of it.

6. Cancellation. Renter may cancel this Agreement at any time up the Event Date by providing written notice of such election to City, at no cost to Renter.

7. Interference. Renter shall use the Facility in a manner which shall not cause interference with the use or occupancy of the other portions of the Facility by City or others in any way that are reserved for another event. Renter's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon City in maintaining the Facility.

8. Restoration. If any damage occurs to the Facility, or if any repairs or replacements need to be made to the Facility as a result of Renter or an attendee of Renter's Event, Renter shall pay City for any such damage, repairs, or replacements upon demand by City.

9. City's Right to Inspect the Facility. City shall have the right to enter into and upon the Facility for the purpose of inspecting the same, observing its use, maintaining any buildings or for the purpose of making repairs, alterations or additions thereto.

10. Renter's Insurance. Renter shall maintain and keep in force with a reputable insurance company, at its sole cost and expense, public liability insurance against property damage or personal injury growing out of the use of or occurring on or about the Facility with a combined single limit of not less than \$1,000,000.00 against any and all loss, liability, or damage ("**Renter's Insurance**"). **Renter shall provide evidence of Renter's Insurance to City 15 days before the Event date. Renter's Insurance must name City as an additional insured.** In the event of the Renter's failure to procure or maintain insurance as aforesaid, City shall have the right, but not the duty, to obtain such insurance as the case may be. In that event, the cost thereof of the insurance shall be repayable to City within ten (10) days after the City gives Notice of such insurance fee. Failure to repay the same shall carry with it interest at ten per cent (10%) per annum.

11. Indemnification. Renter shall indemnify, defend and hold harmless City from all of the burden, losses, costs, damages, expenses, and attorneys' fees that City might sustain or incur, including but not limited to defense, settlement of suit or causes of actions, on account of any action, claim, demand, lien, judgment or suit of every kind and character which may arise, be imposed or incurred as a consequence of or arising out of any act, negligence or omission, willfully or otherwise, of any person or persons, including but not limited to Renter's agents, employees or invitees, by reason of the operation and conduct of the business of Renter on the Facility or on account of any condition existing on the Facility under the control of Renter.

Further, Renter releases and discharges City from any and all liability which rise out of the loss or destruction by fire or other casualty of its personal property of Renter which may be located upon the Facility, regardless of the cause. Further, Renter agrees that City shall incur no liability to Renter, its employees, agents or invitees for damage caused by or resulting from the following:

- a. Interruption or inadequacy of heating, electrical service, overheating or the failure of any other service;
- b. Any damage caused by or resulting from fire, explosion, windstorm, tornado, leakage, water, gases, steam, rain, snow, falling plaster, glass breakage, theft, burglary, robbery, vandalism, or any other casualty or risks incident to the extended coverage applicable under standard fire insurance contracts including but not limited to earthquakes; and
- c. Any damage caused by or resulting from the acts or omission of other Renters, their employees or invitees, or by trespasser.

12. Notice and Other Written Communications. The capitalized term "**Notice**", as used in this Agreement, shall mean a written communication from one party to the other to City's Notice Address or Renter's Notice Address. Notice shall be deemed made when received. The parties may deliver all other written notices, demands, or communications required in or relating to this Agreement by fax, e-mail, first class mail, overnight courier, or certified mail, return receipt requested, or personal delivery, and shall address such communications to the appropriate respective party's representative(s).

13. Entire Agreement. This Agreement, together with the Recitals and all Exhibits, which are

incorporated into and made part of this Agreement, constitutes the entire agreement between the parties regarding the subject matter contained in this Agreement and may not be changed, modified, amended, or supplemented except in a writing signed by each respective party. All prior oral or other written agreements, promises, communications, or arrangements in relation to the subject matter of this Agreement are null and void.

14. Time and Communication is of the Essence. Time and communication is of the essence with regard to this Agreement and all Agreement provisions.

15. Governing Law. This Agreement shall be construed, enforced, and governed in accordance with the laws of the State of Oklahoma where the Facility is located.

16. Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed by the parties, nor by any third party, as creating the relationship of principal and agent, a partnership, or a joint venture between parties. Neither the method of computation of rent nor any other provisions set forth in this Agreement, nor any acts of the parties, shall be deemed to create any relationship between the parties other than the relationship of City and Renter.

City of Crescent:

By:

Ryan Wallace, City Manager

Date

Renter:

By:

Print Name

Print Title

Date