Name:		Rental Dates & Times:
Organization:	Harder CIVIC CENTER	Event/Activity:
Mailing Address:	Hardy Civic Center Rental Agreement	Fees Paid: \$ Date: Cash / Ck#
Phone:	Contacts: City Hall 870-856-3811	Keys: Picked up Keys: Returned

Terms and Conditions:

- 1. <u>Renter:</u> The Renter must be 21 years of age or older and must be present at all times during the rental period. A copy of the Renter's valid state ID must be attached to the rental agreement.
- 2. Facility:
- A. During the term of the rental period, the Renter may have exclusive use of the rented area of the Hardy Civic Center (the "Center") located at 301 West Main Street, Hardy, Arkansas, solely for purposes of the event described above.
- B. The Hardy Civic Center MUST NOT be left unlocked at any time the center is unattended.
- C. Maximum capacity shall be no more than five hundred (500) persons at one time.
- D. Building stats—Approximate floor size 155' x 100' & 20' ceiling height & parking for 60 cars.
- 3. <u>Rental Charges:</u> Rental charges will be \$_____ per _____. The Center must be left clean and in good condition. If not, a cleaning and repair charge will be assessed. Be sure to check and clean restrooms.
- 4. <u>Keys:</u> Keys may be signed out and in only by the Renter. Keys may be signed out the day of the reservation at Hardy City Hall or by 5:00 p.m. on Friday prior to a weekend reservation. Keys must be returned as soon as the rental time is up. If City Hall is closed, keys should be put in the Blue Water Department Payment Box.
- 5. <u>Indemnity</u>: The Renter shall indemnify, defend, and hold harmless the Hardy A&P Commission and its employees, agents, and representatives against any and all demands, cause of action, or any other claim of the Renter, its members, agents, employees, subcontractors, patrons, guests, or invitees arising out of or related to the Renter's rental of the Center.
- 6. <u>Acts beyond Hardy A&P Commission control</u>: In the event the Center or any part thereof is damaged or destroyed by fire or any other cause, of if unforeseen occurrence shall render the Hardy A&P Commission's fulfillment of this Agreement impossible, then this Agreement shall terminate, and the Hardy A&P Commission shall refund the Renter the rental charge. Return of the rental charge shall be the Renter's sole and exclusive remedy for termination of this Agreement, and Renter hereby expressly waives any claims for damages or compensation arising from or related to termination of this Agreement under this paragraph. In the event the power goes out in the Center the Renter may choose to:
 - A. Continue use of the Center as agreed to in the Agreement with no changes and being liable for any damages; or
 - B. Terminate the Agreement immediately and receive prorated refund of rental charge based on time actually used and being liable for any damages caused during used time.
- 7. <u>Cancellation</u>: Fees will be refunded under the following formula:
 - A. 100% if cancellation more than 30 days prior to event;
 - B. 50% if cancellation less than 30 days but more than 10 days prior to event;
 - C. No refund if cancellation is less than 10 days prior to event.
- 8. <u>Food and Drinks:</u> If Renter intends to sell food and/or drinks, including alcoholic beverages, Renter will be responsible for paying any taxes owed and obtaining any licenses or permits required under applicable laws and regulations. The Renter shall provide a copy to the Hardy A&P Commission upon request. No alcoholic beverages are to be consumed outside the Hardy Civic Center premises.
- 9. **Restricted Activities:** Roller skating, roller blading, skate boarding, bicycle riding, scooter riding, playing with hard balls such as baseballs, basketballs, golf balls, or any activities that will damage the Center (i.e. scuff floors, break windows, etc.).
- 10. <u>Smoking</u>: The Center is a smoke-free facility and any smoking is only permitted outside the building.

Statement of Understanding: I have read and understand the above listed rules and agree to abide by them and enforce them during my rental period. I understand that if I do not return the keys to Hardy City Hall on or before the first business day following my reservation, the cost for changing door locks will be charged to me.