



City of Malden – Community Center
 607 N Douglas St.,
 Malden, MO 63863
 573-276-4502 office
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 info@maldenmo.com

COMMUNITY CENTER RENTAL AGREEMENT

Renter: _____
 (Photo Identification Required. **Must be at least 21 years of age.**)

Address: _____

Phone: _____ Email: _____

Number of Expected Guests: _____ Type of Event: _____

Event Date: _____

Time of Event: _____
 (Community Center will close at 11 pm.)

Room Rental Rates							
		Capacity	Time Limit	Malden Resident	Non-Resident	Additional Hour(s)	Deposit
	Building	615	6 hrs.	\$300	\$500	\$50	\$500
	Auditorium - Full	360	6 hrs.	\$150	\$300	\$50	\$300
	Auditorium - 1	115	4 hrs.	\$0	\$90	\$20	\$150
	Auditorium - 2	120	4 hrs.	\$0	\$90	\$20	\$150
	Auditorium - 3	130	4 hrs.	\$0	\$90	\$20	\$150
	Northeast Room	60	4 hrs.	\$0	\$90	\$20	\$150
	Kitchen		w/Rental	\$50	\$75	\$20	\$75
	Funeral & Repass/Repast	360	6 hrs.	\$0	\$100	\$50	\$275
	Auditorium w/Kitchen, Sound System & Projector						

- Proof of residency must be provided (i.e. Driver's License, Utility Bill, Tax Bill) to receive Resident Rate.
- One Hundred percent (100%) of deposit must be paid before event will be placed on official calendar.
- Rental fees are due at least 5 business days prior to scheduled event. If fees have not been paid 5 business days prior to start time, the event may be canceled.
- The City of Malden reserves the right to cancel events due to unforeseen circumstances.

Equipment Available for Rent with Building/Auditorium – Full:

<u>Item Description</u>	<u>Price</u>
Sound System*	\$75.00/event
Projector with Screen*	\$75.00/event
Spotlight	\$25.00/event

*Included with Repass/Repast Deposit

Refund of Rental Fees/Deposit: Refunds will take 5 to 10 business days and will be returned in check form. Refund will be returned via U.S.P.S. or be picked up by Renter at City Hall. Renter must notify City staff at time of payment, if refund is to be picked up. A walkthrough by City staff will be conducted after each event concludes. Upon approval of City staff, a return of deposit will be processed. _____ (initial)

Cancellation: If event is canceled prior to 48 hours of event start time, a full refund of rental fees and deposit will be processed. If event is canceled less than 48 hours of start time, the rental fee will not be refunded. However, a refund of deposit will be processed. _____ (initial)

Non-Profit Events (i.e. Religious, charitable, social, educational, or civic group): Local (within Malden City Limits) Non-Profit organizations will be entitled to free rentals. Non-Local (not within Malden City Limits) Non-Profit open to the public will be entitled to a fifty percent (50%) rental discount. This reduced rate applies when the party signing the rental agreement provides current, written documentation. The Mayor or the Mayor’s designee shall decide of allowable use for all renter types and will resolve questions regarding discounted rental rates. If the renter disagrees with the decision rendered, they may appeal the decision to the City Council.

For-Profit Events: Mayor or the Mayor’s designee shall decide of allowable use for all renter types and will resolve questions regarding discounted rental rates. If the renter disagrees with the decision rendered, they may appeal the decision to the City Council.

Government Events: Federal/State/County/Local may reserve for free if otherwise available.

Parking: Parking is limited to the Community Center Parking Lot only. Parking on grass or on sidewalks is not permitted.

Access to the Building: City staff will control access to the building per the dates/times of this Agreement. Should you need additional time, contact City Hall regarding an amendment to this agreement.

Security: At the city’s discretion and the renter’s expense, the renter may be required to provide one or more police officers as may be determined by the occasion or the attendants. The City shall make this determination after reviewing the application for reservation. If the renter desires police supervision, arrangements must be made in advance with the Malden Department of Public Safety and additional fees will apply.

Decorating: *3M Command or Scotch Wallsaver Removable Tape* is the only products allowed for decorating. No confetti, glitter, rice, string streamers (silly string), nails or tacks are to be used. Damage expenses incurred by decorations will be deducted from your deposit. No decorations can be hung from the ceilings. No wax, sand or salt on floor. Blue painters tape made for painted surfaces is allowable. Under **NO** circumstances are fireworks and/or pyrotechnics allowed inside the Community Center.

Tables and Chairs: Tables and chairs will be provided at no cost to the renter.

Item Description

60" Round Tables (seats 8)

96" x 36" Rectangular Tables

Chairs

Kitchen (if listed within the rental agreement): There is a commercial refrigerator, ice maker and stove available for use. Renter is responsible for emptying and cleaning these items if used. Any food left on the premises will be discarded.

Stage (if listed within the rental agreement): The stage area is off limits unless specifically agreed upon in this Agreement. No food or drink is allowed on the stage at any time.

Deposit/Renter Liability:

- This agreement gives the renter and their guests access to the rooms/sections of the Community Center agreed upon in this agreement only. Use of other rooms/sections of the Community Center is not permitted. If use of additional spaces is needed, the Agreement must be amended and additional payments made prior to event. If areas of building are used, other than those agreed upon within this Agreement, the deposit will be forfeited and renter will be billed for any difference. **Office areas are off limits to renter and their guests.**
- Renter (renter) is responsible and will be held accountable for any damages. The renter or their designee must be present during preparation (facility decorating and catering set-up) and clean-up times. The City's staff will address any problems or concerns with the renter or their designee.
- All personal property must be removed from the premises at the end of the event. The City is not responsible for any items left on premises, lost, stolen and/or damage personal property.
- After the event, any damage and/or major clean-up cost will be deducted from the deposit; deductions being based on whether the clean-up after the event was satisfactory. The Community Center staff will determine this. Renter must notify the City's staff of any damages accrued during rental of the Community Center. Damages may include, but are not limited to, damage done to the facility, equipment, or any City property. If fees exceed the cost of the deposit, the Renter will be liable and billed accordingly. The City will notify the Renter if all or part of the deposit is being held, or if the Renter is to be billed for any additional fees.
- **Smoking/vaping of any kind is strictly prohibited inside the building.** All trash (cigarette butts, cigar, etc.) must be placed in the correct receptacles.
- Alcoholic beverages and gambling are not allowed on the premises.
- Any vehicle or device powered by combustion, electric, or hybrid motor designed to carry the operator or passenger (i.e. Bicycles, tricycles, or other such pedal-driven vehicles; roller skates,

rollerblades, skateboards, scooters or like foot-propelled wheeled devices) except use by any person of any manually operated or power-driven device designed primarily for use by an individual with a mobility disability for the main purpose of indoor, or of both indoor and outdoor, locomotion, including but not limited to wheelchairs and scooters are prohibited.

- Renter agrees to cleanup areas rented, in compliance with the Community Center Rental Walk-Thru Check List (attached).

Hold Harmless: To the fullest extent permitted by law, the undersigned agrees to indemnify, defend and hold harmless the City of Malden, it's officers, agents, volunteers, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees court costs, or alternative dispute resolution costs arising out of, or related to the undersigned's relationship with the City (whether use of City's facilities, buildings, equipment, or infrastructure or due to contract with the City) under this agreement involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of the undersigned, its officers, agents and volunteers, or anyone directly or indirectly employed or hired or subcontracted by the undersigned or anyone for whose acts the undersigned may be liable, regardless of whether caused in part by the negligence or wrongdoing of the City and any of its agents or employees. No provision of this agreement shall constitute a waiver of the City's right to assert a defense based on the doctrines of sovereign immunity, official immunity, or any other immunity available under law.

Renter understands that failure to comply with the terms of this Agreement will result in party/persons being removed from the building and deposited forfeited.

Renter's Signature

Date

City Employee's Signature

Date

Office Use Only:			
Walk-Thru Date: _____	Refund of Deposit: _____	Approved: _____	Denied: _____
Purchase Order Date: _____	Refund Check Number: _____		
Approved/Denied By: _____	Reason Denied: _____		
