

**COMMUNITY HALL
Village of Lansing**

AGREEMENT

This Agreement, between the Village of Lansing-Community Hall (the OWNER) and the USER describes the terms and conditions under which the OWNER shall allow the USER to use the Community Hall for the Village of Lansing hereinafter referred to as the PROPERTY.

The OWNER agrees to make the PROPERTY as described below available to the USER for the date(s) and time(s) and purposed as described below, and in consideration for such use, the USER agrees to pay the fees and to abide by the terms and consideration set forth in this Agreement.

Fees and Terms and Conditions

1. This document contains the basic USE agreement between the OWNER and the USER.
2. The OWNER agrees to make the PROPERTY available to USER on the date of _____ from _____ a.m./p.m. to _____ a.m./p.m. for USER's exclusive use. The User shall be present.
3. The PROPERTY consists of the Village of Lansing-Community Hall of the building located at 2405 N. Triphammer Road, Ithaca, New York 14850. The Community Hall includes the use of a room, the restroom and coat area. The PROPERTY also includes use of parking areas owned by the Village of Lansing.
4. For the use of the PROPERTY as described above, USER agrees to pay OWNER the agreed rental fee of \$10.00 for each day of use. The base fee is payable to the Village of Lansing to cover the heat, electricity, water, use of tables and chairs for up to 29 people and the afore-mentioned restroom. OWNER shall provide to USER a written invoice associated with the day's use, and payment shall be due before the event.
5. USER also agrees to make a separate deposit of \$50.00 to the OWNER to insure they are responsible for all damages to the facility, grounds, parking areas and equipment, caused by the USER or its participants or invitees. USER agrees to make no temporary or permanent modifications to the PROPERTY without prior notification to and written approval of the OWNER. On each day of use, USER agrees to return the PROPERTY in the same or better condition that it was in prior to use, including entrance and exit. After the event the OWNER's staff will inspect the facility and determine the USER's damages or not. The deposit will be returned upon an inspection of the PROPERTY which reveals no damage.

6. USER agrees that the PROPERTY will not be used for any unlawful purposes, and USER will obey all laws, rules, and regulations of all governmental authorities while using the above described PROPERTY. USER agrees that no commercial business will be conducted in the Community Hall and the Village of Lansing PROPERTY. USER agrees to make the best effort to ensure that all waste generated by and during use is properly separated into the categories of trash, recyclable materials and compostable materials, and placed in the appropriate containers for disposition (either by USER or by OWNER).
7. USER agrees to be responsible for all damages to the facility, grounds, parking areas and equipment, caused by the USER or its participants or invitees. USER agrees to make no temporary or permanent modifications to the PROPERTY without prior notification to and written approval of the OWNER. On each day of use, USER agrees to return the PROPERTY in the same or better condition than it was prior to use, including entrance and exit. Décor, signs and/or banners will be on the two bulletin boards in the Community Hall and not on the walls and doors.
8. Youth groups must have an adult supervisor. USER acknowledges that the serving and use of alcoholic beverages is not allowed within the Community Hall or on the Village's PROPERTY. Smoking is not allowed in the Hall. If USER allows music to be played during the term of use, such music must be played at a volume to ensure that neighbors are not disturbed by said music.
9. USER will not assign any rights under this Agreement, and any such assignment may, at the sole option of the OWNER, void this Agreement.
10. USER agrees to hold harmless, indemnify and defend OWNER (including OWNER's agents, employees, and representatives) from any and all liability for injury for damage, including, but not limited to, bodily injury, personal injury, emotional injury, or property damage, which may result for any person using the above described PROPERTY, its entrance and exit, and surrounding areas, for USER's purposes, regardless of whether such injury or damage results from the negligence of the OWNER (including OWNER's agents, employees, and representatives) or otherwise.
11. USER agrees to have in place, if required by the OWNER, during use of the PROPERTY comprehensive liability insurance, including public liability, bodily injury, and property damage, written by a company licensed to do business in the State of New York, covering the use under this Agreement, with combined single limits of no less than \$500,000 per occurrence and \$1,000,000 in the aggregate. Failure to provide such insurance will void this Agreement. USER shall name OWNER, including OWNER's officers, agents, employees, and representatives, as Additionally Insured for the purposes and use of this Agreement, and shall provide a Certificate of Insurance prior to the use stated above, as well as proof of continued applicability, as reasonably requested by OWNER. USER agrees that said insurance will be primary coverage and will contain no terms allowing the

rights of the insured to be subrogated to the rights of any injured or damaged person of entity, insofar as said person or entity may have claims against the OWNER.

12. In order to have access to the PROPERTY, the USER will be assigned a code necessary to unlock the door to the PROPERTY on the day of the event.
13. OWNER retains the right to enter the PROPERTY at any time during USER's use, without prior notice, to make necessary repairs or to take other reasonable actions as landlord.
14. The USER shall be responsible for cleaning up the PROPERTY at the conclusion of the USE as follows:

CLEAN UP:

- (a) remove all of the papers, décor and other material and leave the PROPERTY broom clean;
- (b) return tables and chairs to their original spots;
- (c) turn off the lights for the bathroom and hall; and
- (d) be sure all doors are locked when you leave.

If there is any damage to the building the USER will be billed accordingly.

15. This Agreement may be cancelled by either party upon prior written to the other party, delivered or mailed to the addresses above, of two (2) calendar days.
16. The views and opinions of USER do not necessarily reflect the policy and position of the OWNER, Village of Lansing

Dated: _____

Dated: _____

By: _____
Village of Lansing

By: _____

(Print Name)