



**Memorial Hall Rental Application**

**715 Railroad St., Downs, KS 67437**

**(785) 454-6622; fax (785) 454-6246**

[cityclerk@cityofdowns.com](mailto:cityclerk@cityofdowns.com)

This lease made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the City of Downs, Kansas, hereinafter referred to as lessor, and

Lessee: \_\_\_\_\_ Phone: \_\_\_\_\_

Address/City: \_\_\_\_\_ Rental Fee: \_\_\_\_\_

Rental Date(s): \_\_\_\_\_ Key Deposit: \_\_\_\_\_

Rental Hours: \_\_\_\_\_ Security Deposit: \_\_\_\_\_

Purpose: \_\_\_\_\_ Total Payment: \_\_\_\_\_

Portion of Premises Required:      Front Room Only      Entire Hall

Rental Fees:

<b>FOR PROFIT</b>		<b>NON-PROFIT</b>		<b>DEPOSITS</b>	
Entire Hall/Day	\$200	\$150	Key	\$20	
Front Only/Day	\$100	\$100	Security	\$100	
Weekend Rate	\$400	\$400			

**\*\*Security deposit will ONLY be refunded AFTER a complete inspection by a City of Downs employee**

\_\_\_\_\_  
Lessee

City of Downs by \_\_\_\_\_, City Clerk  
Lessor

Under no circumstances will City Personnel or Council Members provide the key during non-working hours.

For Office Use Only:		
Key # _____	Issued on _____	Issued to _____
Security Deposit Received: _____		
Key Deposit Received: _____ Total Received: _____		
Security Deposit Refunded on: _____ in the amount of \$ _____ by check _____		

Form Approved by City Council on 12/4/2023

**Wifi is now offered at the Hall but is password protected. Password is: memorialhall1**

## **MEMORIAL HALL RENTAL REGULATIONS**

Lessor, in consideration of the agreements of lessee herein, leases to lessee the premises described above together with any furniture, chairs, tables, dishes, glassware, kitchen equipment and utensils or any other personal property in said building or portion thereof. The premises are to be used solely as stated above and for no other purpose. The premises shall not be used for any unlawful purpose or any purpose deemed hazardous. The white Lifetime tables and chairs may not leave the hall. NO pyrotechnics or fireworks inside the building! A fee will be assessed if this is found to have happened.

The term of the lease is for the days or hours written above. Daily rental begins at 12:01 a.m. on the first day and ends at 11:59 p.m. on the last day of rental. The rent as stated above is to be paid at the time this lease is signed and returned to the City Office. If this lease agreement is canceled by lessee at least 30 days prior to the rental date the rent will be refunded to lessee. Lessees who wish to reserve the above premises to be used in case of inclement weather will be charged a minimum of 80% of rental fee if not used. If used the entire rental is due.

A security and key deposit will be made at the time this lease is signed. These deposits will be returned to lessee upon full performance by lessee of the terms of this lease including, but not limited to cleaning of premises and return of all keys.

Lessee shall not assign this lease nor sublease the premises without the written consent of lessor. Lessee shall make no alterations or additions in or to the premises without the written consent of lessor. Lessee shall permit lessor to enter the premises at all reasonable times to examine the conditions thereof.

Lessee shall keep the premises in as good repair as the same shall be at the commencement of the term, wear and tear arising from the reasonable use of the same and damages by the elements excepted. Lessee shall also clean the premises at the end of the term of this lease, the premises to be as clean as they were at the beginning of the term. If the premises are not left clean as above set out, lessor shall be entitled to keep the security deposit and shall be entitled to collect additional amounts from the lessee for actual cleaning expense incurred by lessor if same are greater than the security deposit. Key must be turned in within 3 days after reservation, or security deposit will be forfeited.

Lessee shall protect, indemnify and save lessor harmless against misuse of the premises in violation of existing laws and ordinances by lessee, lessee's agents, employees or anyone acting on behalf of lessee. Lessee further agrees that lessee will protect, indemnify and save lessor harmless from and against any and all claims, suits, demands and causes of action of any nature whatsoever, and any expenses incidental to the defense thereof, for the personal injury, loss of life, or damage to property sustained or alleged to have been sustained in or upon the demised premises, other than injury, loss, or damage finally determined to have been caused by the negligence of lessor.

Lessee agrees to put lessee's homeowners' liability insurance carrier and/or business liability insurance carrier on notice of this lease to the end that lessee's insurance carrier will be responsible up to their policy limits for any claims made as a result of injury or damage to property on the leased premises during the term of this lease. Lessee, shall, at the expiration of the term of this lease, give peaceable possession of the premises to lessor.

Lessor covenants and warrants that it will put the lessee in possession of the leased premises as of the date of the commencement of the term of this lease, and that the lessee on payment of the rent and complying with the terms and conditions of this lease, shall peaceably and quietly hold and enjoy said leased premises as herein provided.

Lessee agrees to abide by the City of Downs Ordinances that prohibit furnishing Alcoholic Liquor or Cereal Malt Beverages to a Minor. This prohibition is found at Article 5.2 in the Uniform Public Offense Code as enacted by the City of Downs each year.

The covenants and agreements herein contained shall extend to and bind the respective heirs, successors and assigns of the hereto. I have read the above Rental Rules & Regulations and agree to abide by such Rules and Regulations and agree to pay all required fees and deposits.

Form Approved by City Council on 12/4/2023

## CITY OF DOWNS

### MEMORIAL HALL RENTAL RULES

We welcome all individual renters and groups to utilize the Memorial Hall. To ensure the future use of the Hall we have the following rules. Failure to follow these rules will result in the forfeiture of your security deposit.

1. When Gathering in the Hall, both front doors and side entrance must remain unlocked and unobstructed to allow for an emergency exit in case of fire.
2. The Person responsible for the rental must be at least 18 years of age, and that person must be on premises at all times. The Lessee must provide proof that they are at least 18 years of age.
3. **NO** Pyrotechnics or Fireworks inside the Building!
4. Please leave the Hall in the clean condition that you found it. **Cleaning supplies are available in the closet, or lessee may desire to provide preferred cleaning products.** If the Hall is not in satisfactory condition upon arrival, please call the office at 785-454-6622.
5. The key must be picked up prior to the rental during normal City Hall working hours. If the key is not picked up during business hours, the rental fee will be forfeited.
6. The white Lifetime tables and chairs MUST NOT leave the Hall.
7. All tables and chairs must be returned in the racks. Fees will be assessed if left out.
8. Black marks caused by certain shoes must be cleaned up.
9. **Floors must be dusted. Spills must be wiped up or mopped.**
10. **All trash must be disposed of, especially from the kitchen and bathrooms, and placed in the outside dumpster on the south side of the building.**
11. **Clean both bathrooms and kitchen area; wiping counters, sinks, etc.**
12. Turn AC to 75 degrees when leaving the premises. If the HEAT is used, please turn back down to 65 degrees.
13. Turn off all lights, fans and lock the doors.
14. Return your key to the City Office within 3 business days to receive your key deposit refund.

**Any rags or towels used must be washed and returned to the City Office or Memorial Hall. Please do not take kitchen items labeled out of the Memorial Hall!**

**\*\*Security deposit will ONLY be refund AFTER a complete inspection by a City of Downs employee**