**LUZERNE COMMUNITY CENTER**

**114 EAST IOWA ST.**

**LUZERNE, IOWA 52257-9649**

**LEASE AGREEMENT FOR COMMERCIAL USE**

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Event Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Lease amount for commercial event $100.00, security/cleaning deposit $50.00. If the commercial renter does not sufficiently clean the community center to have his/her deposit returned, and asks to rent the community center a second time, the deposit amount will be doubled. Such renters will have their subsequent deposit amount doubled each time their deposit is not returned.**

**Note: Verbal commitment to hold the date is not binding. The full payment, as stated above, must be received before the lease deadline to reserve the date, or the date will not be reserved.**

The lease/cleaning deposit is due and payable when the key is picked up. Please call Jan Kendall, 319-444-3501, to pick up the key. The cleaning/security deposit will be returned in full after the event only when the key is returned and inspection of the building and contents show them to be undamaged and properly cleaned. Two separate checks need to written, both payable to the City of Luzerne. One check is for the lease of the building, and the other check is for the security deposit. Please include a self- addressed stamped envelope to ensure your security deposit is accurately returned in a timely manner.

The Renter shall be solely responsible for any and all injuries to persons or damages of property or any other injury, claim, damage or loss of whatever nature, arising directly or indirectly from the Renter’s event. The Renter shall hold indemnify, save and hold harmless the City of Luzerne and its employees, the Luzerne Community Center, the Luzerne Fire Department and volunteers from and against all liability, loss, damages, claims, costs and expenses (including attorney fees) arising out of injury to person or damages to property or any other injury, claim, damage loss, cost or expense arising from the Renter’s event.

I (please print)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as the Renter, accept this contract and agree to lease the Luzerne Community Center for the above stated date and agree to the conditions set the this lease agreement, as stated within this lease agreement.

Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Please complete and sign both copies of the lease. Please retain one for your records.**

**Note: Conditions of the Lease are on the second page.**

**LUZERNE COMMUNITY CENTER- CONDITIONS OF LEASE**

**1. CONSUMPTION OF ALCOHOLIC BEVERAGES: COMPLIMENTARY** beverages may be offered to the Renter’s guests during the event. Only beer, wine, champagne, and wine coolers may be consumed on Community Center property**. NO KEG BEER OR HARD LIQUOR** is to be consumed on Community Center property. There will be no recouping of cost through an admission charge, passing the hat, or any other method. The same restrictions apply if people bring their own bottles to an event.

2 Pursuant to Iowa Code, no persons under 21 years of age will be allowed to consume alcoholic beverages on the Luzerne Community Center property. Proper ID is required to verify proof of age. All violators will be turned over to local authorities for prosecution.

3. The Renter shall provide heavy-duty trash bags (yard and garden size) for disposal of garbage. The Renter shall be responsible for the removal from the building and disposal of garbage generated from the event.

4. The Renter shall be responsible for the cleaning of the kitchen area. The Renter shall clean all equipment used, including coffee pots, stove, refrigerator, sinks, countertops, using a cleaning agent. Before putting away any tables and chairs, the Renter shall clean off any spills. The Renter shall return all tables and chairs to their original location. The Renter shall clean the bathroom, including the stool and sink, and empty the garbage.

5. The Renter shall be responsible for any and all kinds of decorations used for the event. Absolutely no nails, tacks, pins, or other metal fasteners, no duct tape, glue, glue guns, or staple guns may be used in putting up decorations. The Renter shall be responsible for taking down all decorations after the event. This includes removal of all tape and residue from tables, walls, doors, etc.

6. The Renter shall be responsible in ensuring doors and windows are shut and locked.

7. The Renter shall be responsible for the actions of the Renter’s guests. Any damage done to the Luzerne Community Center and its grounds will be the responsibility of the Renter. The City of Luzerne has the right to file civil charges, if deemed necessary, to any persons willfully damaging or removing without consent any property of the Community Center.

8. The Community Center is not liable for any food or beverage served by the Renter.

9. The Community Center is not liable for any lost or stolen property of the Renter or the Community Center.

10. The Renter shall be responsible for any damages that might occur to any property owned by the Community Center.

11 The Renter shall be responsible for any claims that might arise against the Community Center as a result of the Renter’s event.

12. Pursuant to the Iowa Code, smoking is not permitted in the Community Center.