



# FACILITY USAGE

Community Center and Playground

District No. 1 of Ward Six

## Rental Contract & Hold Harmless Agreement

The undersigned (LESSEE) desiring to lease the Oak Street Recreation does hereby agree with the Community Center & Playground District #1 of Ward #6 (Hereby written CC&PD #1 of W6-LESSOR):

1. That the property and facility shall be used for the purpose so stated in this contractual agreement & the LESSEE shall not assign, sublet or transfer the lease space in any manner without the written consent of the LESSOR. The LESSEE is not permitted to charge admission to any activity. (THE LESSEE IS NOT PERMITTED TO USE THE POOL UNLESS THE FACILITIES ARE RENTED TOGETHER.)
2. That any waitstaff or employees that the LESSEE may require for the purpose of this lease, shall be employed and compensated by the LESSEE.
3. The LESSEE assumes complete responsibility for the meeting/program/event for which the facility is being leased. The LESSOR and its Board of Commissioners shall not be considered in connection with the LESSEE so as to indicate partnership.
4. Upon inspection and acceptance of the Recreation Center Contract, the LESSEE shall accept full responsibility for the condition of the facility, its furnishings and appliances in the same condition as found during the pre-rental inspection.
5. Also a post-inspection list must be completed together with the LESSEE & the agent of the LESSOR so that the deposit can be returned by the Calcasieu Parish Police Jury.
6. The LESSEE agrees to indemnify the LESSOR against liability to third parties and to hold harmless the LESSOR against any loss or liability for or on account of any injury, up to and including death, of persons or damages to property, including costs, attorney fees and expenses incident thereto, arising from LESSEE occupancy of the leased facility.
7. The LESSEE shall assume full responsibility for the character, acts of conduct of all persons admitted to the premises, by consent of the LESSEE/employee of the LESSEE/or any person acting on behalf of the LESSEE. The LESSEE agrees to hire, at its own expense, security officers, as approved by the CC&PD #1 of W6 to maintain order and protect the participants, guest and property. LESSEE shall use due diligence to prevent any fighting or disturbances of the peace or criminal activity including but not limited to destruction of property, damage to property, battery and assault. Should any of the same occur LESSEE shall immediately remove those persons involved from the premises and LESSEE shall immediately notify law enforcement authorities to report the incident for appropriate action. Should LESSEE be unable or unwilling to keep the peace this shall be just cause for immediate eviction from the premises.
8. The LESSEE shall not bring or permit any person into the facility any animals without the consent of the CC&PD #1 of W6, excluding licensed service animals.
9. The LESSEE shall not permit NAILS, THUMB TACKS, SCOTCH TAPE, PINS, HOT GLUE OR STAPLES to be used on the walls, windows, doors, tables or trim. Ceiling decorations may only be hung from the appointed frame work attached to the ceiling. Additionally, the LESSEE shall not cause or permit any changes, alterations, repairs, painting or stain to any part of the facility or furnishings. DO NOT ALLOW STANDING ON THE TABLES, CHAIRS, COUNTER TOPS OR CABINETS.
10. Should damage occur the LESSEE shall pay the cost of repairing/replacing any and all damages with have been done to the building, its fixtures, furniture or furnishings by the LESSEE, its employees, agents or guests. The CC&PD #1 of W6, shall have the rights to assess the damage and request a reasonable cost for repair/replacement. The decision of the CC&PD #1 of W6, through its Contracting Officer, shall be final unless, within three (3) days after the decision is rendered, the LESSEE is dissatisfied, he/she can give written notice to the Contracting Officer of his/her desire to appeal to the Board of Commissioners, stating the objections and grounds by which he/she considers the Contracting Officer's decision to be incorrect. The Board of Commissioners will then convene to consider ONLY THOSE STATED OBJECTIONS. The decision of the Board of Commissioners will be final.
11. The LESSEE will be allowed the opportunity to decorate and prepare for the activity, the day prior to the event providing the facility is not otherwise obligated. Should the facility be rented the day prior to the event, the preparation for the event will be confined to the actual day of rental.
12. The LESSEE shall agree that all food and or beverages consumed on the premises handled as to leave the kitchen, stove, refrigerator, cabinets, floors, etc. free and clean of food items. All decorations must be cleared. No glass bottles are allowed. Failure to comply with this requirement will result in a forfeiture of the LESSEE'S deposit.
13. The LESSEE agrees that unless specifically authorized at the time the lease agreement is signed, all activities must conclude by 12:00am and facility vacated by 1:00am.
14. The LESSEE agrees to not use gasoline, oil, motors, bottled gas or inflammable, combustible or potentially explosive substances in the Community Center of on the premises.
15. The LESSEE shall not permit a larger number of persons than the Community Center can accommodate to be in accordance with the fire laws and safety regulations of the State of Louisiana.
16. No smoking is permitted in the building. Guests are encouraged to use the outdoor receptacles for discarding of butts.
17. Air conditioners can be turned on four (4) hours before the event. Units are not to be set below 72°. All units must be turned to 76° before leaving the facility.
18. LESSEE is responsible for picking up trash, drink cans, etc. in the parking lot before leaving.
19. No ALCOHOL on the premises without a security guard. This applies to alcohol that is provided by LESSEE or guests that may bring their own. Failure to comply will result in not being able to use the facility for future events and deposit forfeiture.
20. Key must be returned morning after event. There will be a \$25 fee for lost or misplaced keys.