

Community Room Use Agreement

Agreement made _____, 20__ between the City of Essex, Iowa, a Municipal Corporation, Lessor, and Lessee more fully described as:

Name: _____ Responsible Official (with ID card): _____

Address: _____

EIN or Social Security Number _____ Phone Number _____

Lessor hereby lets to Lessee and Lessee hereby does lease from Lessor the Community Room at the Essex City Hall, 412 Iowa Ave., Essex, Iowa on the following terms and conditions:

Date: _____ Time: ____:____, ____m. to ____:____, ____m. Rental fee: **\$ 75.00**

Purpose of rental: _____

Lessee shall have the use of folding chairs and tables, sink and counter, bathrooms and cooling and heating.

Lessee agrees to surrender the premises in as good condition as it was at the start with floors swept, sink and counters cleaned, no bathroom messes, room picked up and orderly with all chairs and tables properly stacked and stored, and garbage bagged and sealed.

Lessee agrees not to occupy or use the premises nor permit the same to be used for any activity except as fully set forth under purpose of rental above.

Lessee agrees not to sell or permit the sale or consumption of any alcoholic beverages in the room.

Lessee agrees not to permit smoking on the premises.

Lessee agrees that when the premises are surrendered to Lessor, all injury and damage of any kind done to the premises or any portion thereof shall be repaired at the expense of Lessee and to the extent that Lessee's deposit is insufficient Lessee shall immediately pay Lessor the balance thereof.

Lessee agrees to pay all reasonable costs, attorney fees and expenses that shall be made and incurred by Lessor in enforcing the agreements of the Lessee.

Lessee agrees to indemnify and hold City of Essex harmless from any and all liability, from any and all claims, actions, judgments, liabilities, damages, penalties, fines, costs and expenses, including but not limited to attorney fees, asserted against, imposed on, suffered or incurred, directly or indirectly arising out of or in connection with Lessee's use of the community room.

Lessee shall save harmless and indemnify Lessor against all lawsuits, demands, claims and judgments, liens, costs and expenses resulting from Lessee's use and transaction of business on the premises.

Lessee has this date **deposited \$ 75.00** with the City of Essex by delivering same to the City Clerk, as security for faithful performance of and compliance with all the terms and conditions set forth herein. If Lessee fails to comply with each and every term and condition of this agreement, then in that event such deposit shall belong to the Lessor as fixed, liquidated and agreed damages. If however, all terms and conditions are fully complied with, then and that event the deposit shall be returned within **7 working days** after surrender of the room in a good state and condition.

Lessee: _____

Lessor: _____

City of Essex
City Clerk