

**CITY OF**



**WASHINGTON**

301 C Street, P.O. Box 296, Washington, KS 66968

**RENTAL AGREEMENT**

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of Washington, Kansas, hereinafter referred to as the City, and \_\_\_\_\_, hereinafter referred to as the Lessee, whether one or more, WITNESSETH:

The City agrees to rent to Lessee and the Lessee agrees to rent from the City the following facility, to-wit:

\_\_\_\_\_ 4-H building at the City Park, Washington, KS. An effort will be made to provide 20 tables and 40 benches for use by the Lessee during the term of the rental. Absolutely NO ANIMAL/LIVESTOCK AUCTIONS shall be held in this facility.

\_\_\_\_\_ City Hall Council Chambers, 301 C Street

\_\_\_\_\_ Other facility \_\_\_\_\_  
upon the following terms and conditions:

1. This agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, and terminate on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_; provided the agreement shall continue after the term of this agreement until such time as the Lessee returns the key to the facility rented to the City Clerk's office located at 301 C Street, Washington, Kansas.
2. The Lessee shall pay to the City at the time of signing of this agreement, the sum of \$\_\_\_\_\_ per day for the rent of said facility during the term of this agreement; provided, the Lessee shall pay the same amount per day for each day after the term of this agreement that the Lessee keeps the key to said facility, which additional rent shall be immediately due and payable upon the return of the key to the facility.
3. The Lessee at the time of the signing of this agreement shall pay the sum of \$\_\_\_\_\_ to the City as a security deposit. If after the key and cleaning checklist for the facility is returned, the City determines that no damage has been caused to the facility or the personal property located therein and that said facility has been cleaned, the City shall return the security deposit to the Lessee. If there has been damage to the facility or personal property located therein, or if the facility has not been cleaned, the City shall repair the damage, or replace the personal property, or clean the facility as the case may be and shall pay the costs therefore from the security deposit to the extent possible. Any amount of security deposit not needed for said repair and/or cleaning shall be returned to the Lessee. **THE LESSEE SHALL BE RESPONSIBLE FOR PAYING TO THE CITY ANY AMOUNT IN EXCESS OF THE SECURITY DEPOSIT NEEDED FOR PAYING FOR THE DAMAGE TO THE FACILITY OR PERSONAL PROPERTY LOCATED THEREIN AND/OR CLEANING, WHICH AMOUNT SHALL BE IMMEDIATELY DUE AND PAYABLE.**

4. As part of the consideration of this agreement, the Lessee hereby releases the City from any and all liability and causes of action arising out of the Lessee's use of said facility. Further, the Lessee agrees to indemnify and hold the City harmless from any and all liability and causes of action resulting from Lessee's use of said facility.
  
5. The Lessee warrants that Lessee is familiar with the facility rented hereunder, that Lessee shall be responsible for any loss or damage as a result of Lessee's use of said facility, and that the City has made no warranties as to the condition of the facility or as to the fitness of the facility for the use Lessee intends to make of it.
  
6. The Lessee agrees to use and occupy the facility in compliance with the laws of the United States and the State of Kansas and the Ordinances of the City of Washington, Kansas.
  
7. It is agreed that time shall be and is the essence of this agreement and that this agreement shall be binding upon the parties, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written

CITY OF WASHINGTON

LESSEE:

\_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Type of Event: \_\_\_\_\_

Waiver of fees must be approved by City Administrator.

\_\_\_\_\_  
Kurt Hassler, City Administrator

\_\_\_\_\_  
Date

**RENTAL FEES**

**4-H Building at the Fairgrounds**

General events & dances - \$50.00 fee per day plus \$100.00 deposit, refundable after post-event inspection.

**\$20 additional charge for each day key is not returned on time.**

**NOTICE**

The Washington County Fair Board shall have first right to the use of the 4-H building during their events.

The Washington County Fair Board has a contract, which allows for exclusive use of the fair buildings two weeks prior and one week following the week of the Washington County Fair. (This can be anywhere between June 1<sup>st</sup> and August 31<sup>st</sup> typically.)

Once the dates have been set for this annual event, the 4-H building shall be rented on a first-come, first-serve basis.