



Date Received:

### Hill City Center Rental/Use Contract

227 Walnut Ave | PO Box 395 | Hill City, SD 57745 | Phone (605) 574-3211 | (605) 574-2300

Office Hours: 8:00am – 5:00pm Monday-Friday

**Facility keys: may be picked up between 8:30 am & 4:30 pm Monday – Friday at the Center.**

Thank you for reserving Hill City Center for your event. Please carefully review and complete the following information and sign if you agree to all terms of the Hill City Center Rental/Use Contract.

#### Description of Requested Use:

Primary Contact \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number(s) \_\_\_\_\_ Email \_\_\_\_\_

Name of Event \_\_\_\_\_

Event Date(s) \_\_\_\_\_

Set up time \_\_\_\_\_ Completion/Clean-up by \_\_\_\_\_

What are the hours that your event is open for guests? ☐ Public or ☐ Private Attendees (check one)

Date: \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

Date (if multiple days): \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

Date (if multiple days): \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

Estimated Attendance: \_\_\_\_\_ Large Room (Maximum of 88 people) \_\_\_\_\_

Small Room (Maximum of 50 people) \_\_\_\_\_ Kitchen \_\_\_\_\_ Parking Lot \_\_\_\_\_

#### Occupancy and Facility Space:

1. Renter agrees to be accommodating and respectful of other renters using the facility at the same time.
2. The bathrooms are to be shared by both renters and their guests.
3. The kitchen is available for use when requested.
4. Outdoor space, including the patio, is for everyone to enjoy. We will not reserve this space unless both rooms have been rented for one event.
5. Renter will ensure that a responsible adult is on site throughout the event.
6. Renter will not use other facility rooms not rented on this agreement.
7. Renter will use the facility solely for the event activities listed in this agreement.
8. Occupancy hours for Renters/Events are until 10:00 pm MST. Facility must be vacated and locked by 10:00 pm each day.
9. Renter shall be financially responsible for any and all damage to equipment, facilities, and grounds as a result of its use and shall reimburse Hill City Center in full for the expense of such damage.

**Payment/Deposit.** A \$150.00 damage/cleaning deposit is required, and payable up front, in addition to the Rental/Use contract cost. The deposit will also ensure that your space rental is secured and your event is officially

scheduled on the community calendar. It will be refunded after the event, provided all terms of this agreement have been met. If the facility is found to be in unsatisfactory condition, the entire damage deposit will be forfeited by Renter and Hill City Center will bill for any additional damages. No money will be released until the final inspection has been completed. Completed applications and payments must be submitted a minimum of 2 weeks prior to the event. Rentals are approved on a first come/first served basis once the applicable payments are made. Hill City Center will maintain a master calendar showing the availability of rentals. This schedule can be found on the Hill City Center website: <https://www.hillcitycenter.com/community-calendar>.

**Responsibilities of Renter:** The renter is responsible for the following:

1. Setup and removal of all decorations. **Push pins, tacks, nails, screws, tape, adhesives, or fixtures** of any kind may **not** be driven into the walls, woodwork, or floors, of the Center.
2. No glitter or confetti is to be used.
3. No uncontained candles are permitted.
4. You may use your free-standing equipment to decorate (example: lattice work, poster boards, free-standing decorations) tables and countertops may be decorated. TVs may be used for any power points, etc.
5. Ensure all lights are shut off upon departure of the facility.
6. **Ensure all outside doors are locked upon departure of the facility. If any doors are left unlocked, renter may be subject to a fine to be determined by Hill City Center.**
7. Each Renter is responsible for making arrangements with the Hill City Center Community Coordinator to have a tour of the center for orientation of the facility usage.
8. Each Renter is responsible for making their own arrangements with caterers. Caterers/Renters must provide their own catering supplies and staff members. Caterers must deliver and remove all items during the scheduled rental time.

**Cleaning:**

1. Cleaning must take place the same day. The Center has all the cleaning supplies you will need.
2. Wipe tables down, put away any tables and chairs used. All equipment, chair, tables must be lifted or carried when moved, **no dragging, please.**
3. Sweep/mop/vacuum floors and tidy up restrooms. Vacuum door mats.
4. Clean the kitchen, including the ovens when necessary. Dishes and kitchen equipment must be washed, dried, and put away. Please put all used dish rags and towels in the hamper in the utility room.
5. All food items must be removed from the kitchen, refrigerator, and freezers before the key is returned. Any items left behind will be disposed.
6. Taking out the garbage. (If there is just a little in a basket combine them, including the bathroom baskets, into one bag and take out. Put garbage into the dumpster. Put clean, new bags in the baskets.)
7. Return the key(s) to the office, drop in the mailbox slot in the office door. If the key is not returned, the deposit will not be returned to the renter.
8. This is a non-smoking facility. You may use any outdoor space for smoking, including the patio. Please dispose of your cigarettes/cigars in the smoking poles. No vaping is allowed in the facility.
9. There no pets or animals allowed inside the Center except for licensed service dogs.

**User Restrictions:** Hill City Center has the right to deny the use of the Center to any individual, group, or organization that has its use privileges revoked due to mistreatment of the facility, failure to conform to City policy or use rules; or is not current with any payments due Hill City Center, including utility payments. Thermostat temperatures in the large and small rooms are set to efficiency levels – any changes in temperature will be by the Community Coordinator only.

Hill City Center reserves the right to inspect the facility at any time. Renters found violating any term(s) of this agreement may have their event cancelled (prior to or during the event), forfeit the rental amount/security deposit, and/or be prohibited from renting Hill City Center in the future. Any unlawful activity will be reported to the public safety department.

**Alcohol:**

Will alcoholic beverages be sold? Yes\_\_\_\_\_ No\_\_\_\_\_

Will underage persons be allowed to attend? Yes \_\_\_\_\_ No\_\_\_\_\_

If yes, what types of precautions will be taken to comply with statutory law and avoid underage consumption?

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Select the types of beverages being served: Hard Alcohol \_\_\_\_\_ Malt Beverage (Beer) \_\_\_\_\_ Wine \_\_\_\_\_

Will you be using a currently alcohol-licensed operator? Yes \_\_\_\_\_ No\_\_\_\_\_

If yes, Alcohol License Holder Name: \_\_\_\_\_

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Need copies: (unless already on file with the City Hall)

\_\_\_\_\_ Alcohol License      \_\_\_\_\_ Sale Tax License      \_\_\_\_\_ Liquor Liability Insurance  
\_\_\_\_\_ Alcohol Waiver

PLEASE BE AWARE THAT THIS CONTRACT WILL NOT BE APPROVED UNTIL THE DEPOSIT AND SIGNED RENTAL AGREEMENT HAVE BEEN RECEIVED. FINAL RENTAL PAYMENT MUST BE RECEIVED NO LATER THAN 1 WEEK PRIOR TO EVENT. IF FINAL PAYMENT IS NOT RECEIVED IN THIS TIMEFRAME, SPACE MAY BE RENTED TO ANOTHER PARTY.

**I certify that the information I have provided is accurate. By signing this agreement, I understand there may be additional fees or penalties assessed with respect to violation of this agreement, damage to Hill City Center, and/or going over the designated time for the event.**

**User agrees to indemnify and hold the City of Hill City and its officers, agents, and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees, and costs of whatever kind or character, arising from, by reason of, or in connection with the use of facilities described herein. It is the intention of the parties that the City of Hill City and its officers, agents, and employees shall not be liable or in any way responsible for injury, damage, liability, loss, or expense resulting to the user and those it brings onto the premises due to accidents, mishaps, misconduct, negligence, or injuries either in person or property.**

I have read, understand, and agree to the terms of this Rental/Use Contract.

\_\_\_\_\_  
Signature-Responsible Party

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature-City Representative

\_\_\_\_\_  
Date

\*\*\*\*\*OFFICE USE ONLY\*\*\*\*\*

Deposit Fee    \$ \_\_\_\_\_    Date Paid \_\_\_\_\_    Cash/CC/Check# \_\_\_\_\_    Receipt # \_\_\_\_\_

Rental Fee    \$ \_\_\_\_\_    Date Paid \_\_\_\_\_    Cash/CC/Check# \_\_\_\_\_    Receipt # \_\_\_\_\_

Key (color given) \_\_\_\_\_    Picked up \_\_\_\_\_    Dropped off \_\_\_\_\_



## Alcohol Waiver

*(fill out this form only if alcohol will be present and consumed at your event)*

### Alcohol Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity Agreement

**Please read and initial each paragraph**

\_\_\_\_ I acknowledge that the City of Hill City does not provide, sell, or serve alcoholic beverages for events held at 227 Walnut Avenue. The City of Hill City employees are not responsible or liable for any damages to myself or third parties that result from the consumption of alcohol by myself or others, to include, but not limited to, property damage, personal injury, death, disfigurement, or loss of consortium.

\_\_\_\_ That should I consume alcohol on the property owned by the City of Hill City, I acknowledge that I am solely responsible for any and all damages, personal injury, death, disfigurement, or loss of consortium.

\_\_\_\_ That should I provide alcohol to family, friends, guests, or third parties on property owned by the City of Hill City, I acknowledge that I am solely responsible for any and all damages, personal injury, death, disfigurement, or loss of consortium.

\_\_\_\_ That I acknowledge it is against the law to serve, provide, or make available alcohol to anyone under the age of twenty-one. I swear and affirm not to provide anyone under the age of twenty-one with alcohol. I further acknowledge that should anyone under the age of twenty-one consume alcohol on the property owned by the City of Hill City I am solely responsible for the safety and well-being of that individual. That I am solely responsible and liable for any damages that result from someone under the age of twenty-one consuming alcohol to include, but not limited to, property damage, personal injury, death, or disfigurement to themselves, as well as property damage, person injury, death, disfigurement, or loss of consortium to third parties.

\_\_\_\_ That I acknowledge the City of Hill City is not liable for any individual who consumes alcohol and leaves city property to cause property damage, personal injury, death, or disfigurement to themselves, as well as property damage, person injury, death, disfigurement, or loss of consortium to third parties.

\_\_\_\_ That I have read this waiver of liability in its entirety and agree with its terms. That I have executed the waiver voluntarily and without any inducement. I hereby for myself, my heirs, executors, administrators, or anyone else who might make a claim on my behalf, covenant not to sue, waive, release, and discharge the City of Hill City employees from any and all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown. I further agree to hold harmless, defend, and indemnify the City of Hill City and its employees for any and all causes of action, claims, or lawsuits that may result from the consumption of alcohol on their property.

Print Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Hill City Center Clean-up Checklist

1. **Cleanup must take place the day you are done with your event.**

2. Please wipe down & put away all tables & chairs that you use. All large rectangular table must go back in the racks (they will all fit if stacked tightly, this may take 2 people). All equipment, chairs, tables, etc, must be lifted or carried when moved, **no dragging please.**

Cleaning: The **cleaners, sanitizer solution, and black trash bags** are located in the kitchen, in the center island cabinet, under the sink. **Please bring your own cleaning towels to wipe surfaces, countertops, chairs, etc.**

3. If you affix anything to the windows or doors, please remove and wash the windows. Windex is located in the kitchen in the center island cabinet, paper towels are in the kitchen, usually by the hand wash sink. Please to not use any glue or permanent adhesives.

4. Brooms and mop are located in the storage room off the kitchen. Please sweep and mop room(s) you used, including the hallway. Clean & sweep/mop the kitchen if you used it (includes cleaning the ovens, grills, etc. if used).

5. Vacuum cleaners are also located in the storage room off the kitchen. **Vacuum entryway rugs at all entries that are used.**

6. Dishes and kitchen equipment must be washed, dried and put away.

7. All food items must be removed from the kitchen, refrigerator, and freezers before the key is returned. Any items left behind will be disposed of.

8. Clean bathroom countertops. Make sure nothing is on the floor or left in the stalls.

9. Remove all trash from the Center, including the bathrooms & kitchen. If there is just a little in a basket, combine them into one bag and take out to the dumpster. Our dumpster is located in the alley by the Scout Hall (the old brown log building). **The trash key is in the storage closet with the tables and chairs, hanging up next to the light switch.** Put clean, new bags in the cans. Black trash bags are in the kitchen in the center island cabinet. White trash bags are located in the sliding drawer directly above the kitchen trash can.

10. Return the key to the City Coordinator on the next business day following your event. Office hours are 8am-5pm, Monday-Friday. City Hall address: 243 Deerfield Rd., Hill City, SD 57745. (605)574-2300. Please alert City Coordinator if other arrangements need to be made for key drop off. Please alert City Coordinator of any damages or malfunctions you experienced during your event.

11. **Make sure all exterior doors are locked when you leave.** Allen wrench key is located on the handicapped push button by the south door. **\*Note: This is the last thing you do when leaving the Center. Once you lock these doors from the inside you cannot get back into the building.**

*Thank you for your cooperation and for using Hill City Center for your event!*