

ATTENTION

TO INSURE A DEPOSIT REFUND:

- 1. REMOVE ALL DECORATIONS-TAPE, BALLONS, STREAMERS, SIGNS ETC**
- 2. BAG UP ALL TRASH AND PLACE IT IN THE DUMPSTER**
- 3. SWEEP AND MOP ALL FLOORS (including bathrooms)**
- 4. CLEAN TABLES AND CHAIRS AND THEN PLACE THEM IN THE CLOSET**
- 5. CLEAN SINKS, COUNTERS AND APPLIANCES**
- 6. SET THERMOSTAT; ALL THE WAY UP IF IT IS THE AIR CONDITIONER AND AT 60 DEGREES FOR THE FURNACE**
- 7. TURN OUT THE LIGHTS AND MAKE SURE DOORS ARE SECURE**
- 8. PLACE KEY IN THE DROPBOX AT CITY HALL**

THANK YOU!

SCRANTON CITY COUNCIL

LARRY HULSOPPLE COMMUNITY BUILDING
LICENSE AGREEMENT

This Agreement made, effective as of _____, by and between the City of Scranton, Kansas, herein referred to as Licensor, and _____, of _____, herein referred to as Licensee.

In consideration of the mutual promises contained in this agreement, the parties agree as follows:

SECTION ONE.

GRANT OF LICENSE; DESCRIPTION OF PREMISES

Licensor grants to Licensee a license to occupy and use, subject to all of the terms and conditions of this agreement, the Hulsopple Community Building located at 300 E Boone St, Scranton, Osage County, Kansas.

SECTION TWO.

LIMITATION TO DESCRIBED PURPOSE; REGULATIONS FOR USE

The above-described property may be occupied and used by Licensee solely for a meeting place, for community activities, for other lawful purposes as may be approved by the City and for incidental purposes related to such purpose during the period beginning at Eight o'clock a.m., and continuing until Ten o'clock p.m., or until this agreement is otherwise terminated as provided in this agreement.

Licensee agrees that, no matter what the activities upon the property may be, either as above described or otherwise, that the Licensee will protect, defend, hold harmless and indemnify, to the fullest extent allowed by law, the City of Scranton and its officers, employees and representatives, from any liability, as may be brought by the Licensee or any other party, for loss or damage on account of personal injuries, death or damage to property arising out of or in any way incident to the use of the property subject to this agreement, no matter the cause and even if such liability arises from the alleged negligence of the City or any other party. Licensee hereby forever releases the City of Scranton from any liability, loss or damage on account of personal injuries, death or damage to property arising out of or in any way incident to the use of the property subject to this agreement. Further, that the City of Scranton shall not be responsible for any damage to any property the Licensee maintains on the premises.

No person or group may use the premises for the sale of any products or services without prior, written consent of the City.

Licensee agrees to be bound by the LARRY HULSOPPLE COMMUNITY BUILDING RULES AND REGULATIONS and shall separately execute their agreement to those Rules and Regulations. It is understood that the Scranton Police Department shall have the right to immediately discontinue any use of the property, for appropriate cause.

SECTION THREE.

LICENSE FEE/DEPOSIT

Licensee shall pay Licensor for this license the sum of \$50.00 payable in advance. In addition, Licensee shall remit the sum of \$50.00, as a refundable deposit. Licensee covenants and agrees that Licensee will ensure that all personal property of the Licensee shall be removed at the end of the term of this agreement and that the Licensee agrees that the deposit may be used to repair any damage to the premises or to pay any charges for the cleaning of the property, if the property is not kept in a sanitary condition by cleaning and removing all trash and refuse upon said property due to the activities of the Licensee.

SECTION FOUR.

TERMINATION

A. Either party may terminate this agreement at any time, by giving written notice to the other, specifying the date of termination, such notice to be given not less than three (3) days prior to the date specified in such notice for the date of termination.

B. Should the above-described property, or any essential part of such property, be totally destroyed by fire or other casualty, this agreement shall immediately terminate; and, in the case of partial destruction, this agreement may be terminated by either party by giving written notice to the other, specifying the date of termination, such notice to be given within ten (10) days following such partial destruction and not less than three (3) days prior to the termination date specified in such notice.

C. On any termination of this agreement, licensee, shall quit the above-described property, and shall remove from such property all property installed in, on, or attached to the above-described property.

D. Any termination of this agreement, howsoever caused, shall be entirely without prejudice to the rights of licensor that have accrued under this agreement prior to the date of such termination.

SECTION FIVE.

GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Kansas.

SECTION SIX.

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

SECTION SEVEN.

MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

SECTION EIGHT.

NOTICES

Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party.

SECTION NINE.

ASSIGNMENT OF RIGHTS

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

IN WITNESS HEREOF, each party to this agreement has caused it to be executed on the date indicated below.

By: _____
City/Court Clerk or Assistant City Clerk

Dated: _____

By: _____
Licensee

Dated: _____

This Form was officially approved by the City Council on the 5th day of January, 2021.

ATTEST:

OR

City/Court Clerk

Assistant City Clerk

**COMMUNITY BUILDING LEASE
AGREEMENT**

1. **Term of the lease.** The term of lease shall be from 8:00 a.m. on _____ day of _____, 20____ and continue until 10:00 p.m. for the amount of \$ 50.00 rent.
2. **Security Deposit.** A security deposit in the amount of \$50.00 shall be held and kept by the city in the event of any damages, missing key or cleaning required after the use of building.
3. **Damages.** The lessee is held responsible for any and all damages occurring during the term of the lease.
4. **Deposit.** Upon reasonable time (up to five business days or before the next rental whichever comes first) for inspection of the premises the deposit will be returned to the lessee if the key is returned and there is no damage or cleaning issues.
5. **Use.** The premises shall be used exclusively as a community building and no other uses permitted without the written consent of the City.
6. **House Rules.** The lessee agrees to abide by all house rules, whether promulgated before or after the execution hereof, including, but not limited to rules with respect to noise, odors, disposal of refuse, animals, parking and use of common areas.
7. **No Alcoholic Beverages.** Alcoholic beverages are not permitted on City property without prior authorization from the City Council.
8. **Assignment and Subletting.** The lessee shall not assign this agreement or sublet any portion of the premises without prior written consent of the City.
9. **Entry and Inspection.** The City shall have the right to enter the premises in case of an emergency to make necessary repairs, or when lessee has abandoned or surrendered the premises.
10. **Indemnification.** The City shall not be liable for any damage or injury to any lesser, or any other person, or to any property occurring on the premises or any part thereof, or in common areas thereof, unless such damage was a proximate result of the negligence or unlawful act of the City, its agents, or its employees. Lesser agrees to hold the City harmless for any claim for damages, no matter how caused, except for injuries or damages to which the City is legally responsible.
11. **Waiver.** No failure of the City to enforce any term hereof shall be deemed a waiver. The acceptance by the City shall not waive his right to enforce any term hereof.
12. **Time.** Time is of the essence with this agreement.
13. **Purpose for using the building** _____
14. **Entire Agreement.** The foregoing constitutes an entire agreement between the parties and may be modified only in writing and signed by both parties.

X _____
Leasee Signature
 X _____
Print Name

X _____
Phone Number
 X _____
Date

**RENT MUST BE PAID AND KEY PICKED UP ANYTIME THE
WEEK OF YOUR EVENT AS LONG AS IT'S BEFORE FRIDAY**

(DO NOT WRITE BELOW THIS LINE, FOR OFFICE USE ONLY)

City Clerk
 120 W Boone St., P.O. Box 218
 Scranton, KS 66537, 785-793-2414

\$50.00 deposit shall be held until the key is returned, a final inspection can be completed and building is left conforming to city standards.

City/Court Clerk	Date	Deposit \$50.00 -	Check #	Cash	
		Rent \$50.00 -	Check #	Cash	