

CITY OF RAWLINS DEPOT RENTAL AGREEMENT

Rental Start Date: Day of Week: On Website	Rental End Date: Day of Week:	Reserve: (C) Center Room – Incl. Kitchen (E) East Room (B) Both Rooms – Incl. Kitchen	CITY USE ONLY Date Deposit Paid: Amount \$ Revd by:	CITY USE ONLY Date Rental Paid: Amount \$ Revd by:
Waived Rental Fees require a Non-Profit Tax ID Number Tax ID Number:		Key(s) Assigned	Date Key Picked-up: Renter Initials: Issued by:	Date Key Returned: Renter Initials: Issued by:
Group/Event Name:				
Responsible Party Name: Mailing Address: City, State, ZIP:		Contact Phone Number:		Contact Phone Number:
Email (Optional):				
CITY USE ONLY NOTES:		CITY USE ONLY Pre-Inspection Date completed: By:		CITY USE ONLY Post-Inspection Date completed: By:

THIS AGREEMENT, made and entered into this ____ day of _____ 20__, for the purpose of renting community rooms at the Depot by and between the City of Rawlins, a Wyoming Municipal Corporation, hereinafter referred to as “The City”, and the Responsible Party, _____ hereinafter referred to as “Renter.”

1. **Reservation Requests.** Reservation requests must be made during business hours, Monday-Friday, 8:00AM to 5:00PM by calling Public Works at 307-328-4599. Reservations are handled on a first-come/first-serve basis. Use of the kitchen is exclusively reserved for Center Room rentals only. To secure a rental, rental fees and security deposit must be submitted at least seven (7) business days prior to the date of a reservation request.

2. **Rental Fee.**

- a. There is a \$200.00 non-refundable rental fee **per room per day**.
- b. To rent the entire Depot (East Room and Center Room (includes Kitchen) there is a \$400.00 non-refundable rental fee **per day**.

3. **Security and Damage Deposit Fee.**

- a. There is a **\$150.00 security deposit** required **per room** for **all users** of the depot. Deposits apply even if rental fees are waived for non-profit entities.
- b. To rent the entire depot (East room and Center room – which includes the kitchen) the deposit fee is **\$300.00**. Deposits apply even if rental fees are waived for non-profit entities.
- c. Security deposits not subject to withholding of any fees or additional charges will be issued to the Renter at the address indicated above within five (5) weeks after rental on condition that rooms are properly cleaned, there is no damage to the equipment or the facility, all trash generated by the event inside or outside has been picked up, bagged and placed in the designated outside dumpster, the building and rooms are vacated at the end of the paid rental period, and all keys are returned. The City will bill the Renter for additional fees and charges beyond the amount of the security deposit.

4. **Cancellation Policy.** A full refund of fees and deposits will be granted if cancellation is made at least seven (7) business days in advance of a rental. **If cancellation is not made at least seven (7) business days, all advanced fees and deposits will be forfeited.**

5. **Keys.** Keys must be picked up by 4:00PM on the last business day before the rental date from the Public Works Office. Keys will **not be issued** on weekend days, observed Holidays, or when City offices are otherwise closed. If the Renter is unable to pick up keys during the designated times, the Renter must submit a written authorization designating another party to complete the key pick up for the rental, which must be received no later than 4:00PM on the last business day before the rental date.

Keys MUST be returned to Public Works on the first (1st) business day after the rental event during regular business hours. A \$50.00 late fee will be assessed if keys are not returned by the second (2nd) business day after the rental event. If keys are not returned by the third (3rd) business day after the rental event, a \$150.00 late fee will be assessed. Keys not returned or lost will subject Renter to a \$300.00 fee for re-keying.

6. **Alcohol.** Alcohol use is permitted at the Depot upon proof of Renter obtaining an open container permit from the City of Rawlins. The permit must be purchased at least three (3) business days prior to the rental date. If it is determined that alcohol is on site without an open container permit, the Renter will be issued a criminal citation for violation of the open container permit ordinance under the Rawlins Municipal Code.

7. **Smoking.** Smoking is **strictly prohibited** in any interior portions of the Depot at any time. If there is any indication that smoking has occurred in the interior portions of the Depot, the entire deposit will be forfeited and additional cleaning and repair fees may be assessed.

8. **Rental Period and Additional Fees.** The rental period shall be for twenty-four (24) hours, beginning at 7:00 a.m. on the date of the rental and ending at 7:00 a.m. the following day. This period governs the renter's access to the facility for setup, event activities, and cleanup,

subject to the permitted event hours set forth in Paragraph 9. Any setup required prior to the beginning of the rental period must be scheduled in advance and is subject to one full rental day. Similarly, if cleanup is not completed by the end of the rental period and an additional day is required for cleanup, an additional rental fee for one full rental day must be scheduled. Use of the room beyond the scheduled rental period without prior written approval and payment of fees will result in the assessment of an additional full-day rental fee and will result in forfeiture of the security deposit.

9. **Permitted Event Hours.** Events held in any portion of the Depot may be held only between the hours of 7:00 a.m. and 2:00 a.m. the following morning. All event activities, including music, entertainment, guest occupancy, and if alcohol is permitted, must conclude by 2:00 a.m. Only designated event staff responsible for closing and securing the facility may remain after this time, and they must exit and secure the premises no later than 2:30 a.m. These event hour restrictions apply regardless of the rental period duration. Failure to comply with the permitted event hours or the alcohol-related requirements may result in forfeiture of the deposit and additional charges.

10. **Set Up/Take Down, Cleaning, and Reporting Issues.** Rental users are solely responsible for the complete set-up, take-down, and cleaning for their event, including all decorations, equipment, and furnishings, within the scheduled rental period. All areas used must be returned to their original condition in accordance with the cleaning requirements.

If rental users are unable to locate cleaning supplies or encounter any issues that may prevent proper cleaning or issues with the facility – including, but not limited to plumbing, electrical, or access – Renter must contact the non-emergency line at the Rawlins Police Department during the rental period to report any issues. Failure to do so will not excuse noncompliance with cleaning or issue reporting requirements.

Failure to clean the premises in accordance with the cleaning requirements may result in forfeiture of the security deposit. Additionally, Renter shall be liable for any costs incurred for cleaning or repairs related to damage beyond normal wear and tear or issues that are not immediately reported.

Cleaning Requirements:

- **Return everything** to its proper place (tables, chairs, dishes, cleaning supplies, etc.).
- **Kitchen** use requires cleaning of sinks, counters, floors, refrigerator, microwave, and stove.
- **Decorations** and all balloons must be completely removed from any interior and exterior portions of the Depot. Confetti and glitter of any kind is strictly prohibited. **NO SCOTCH TAPE, DUCT TAPE, PINS, OR NAILS ARE ALLOWED ON THE WALLS.** Painter's tape or other non-damaging products are allowed.
- **Floors** must be vacuumed, dust mopped, and wet mopped as needed.
- **Faucets** in restrooms and kitchen must be fully closed.

- **Toilets** must be checked to make sure they are not running and are clear of waste.
- **Garbage.** Ensure that all trash receptacles are emptied, including in bathroom stalls. All garbage generated must be bagged and placed into the dumpster located on the east side of the building. **DO NOT USE ANY OTHER DUMPSTER!**
- **Additional cleaning instructions are posted on the inside of the custodial closet.**

11. **Pre-Rental and Post-Rental Inspections.** There will be written pre-rental inspection and post-rental inspections of the facility by a City Employee. If any issues are noted relating to the rental, notice must be immediately provided to the emergency contact number for the Depot provided below.

12. **Renter** shall be responsible for initiating, maintaining, and supervising all safety precautions and **Renter** shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss while on the premises.

13. **Renter** shall at all times enforce strict discipline and good order among its employees, invitees, and guests. Renter, by signing below, accepts all responsibility for compliance with alcohol statutes and ordinances and will be subject to prosecution if a violation occurs.

14. **Renter** shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting from the act or omissions of Renter, Renter's employees or guests, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property, including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of Renter, Renter's employees or guests.

15. **Renter** shall allow the City and its representatives, including police, access to the rented premises at all times.

16. **Renter** is responsible for closing and locking all external facility doors during and at the end of the rental period. **All external facility doors are to remain locked any time the building is unattended.**

17. **Maintenance, Building, or Cleaning Issues.** Maintenance, Building, or Cleaning Issues at Depot must be directed to the non-emergency line at the Rawlins Police Department: 307-328-4530.

18. **Governing Law:** This agreement is made under, and is to be construed and enforced, in accordance with the laws of the State of Wyoming. The parties acknowledge the governmental immunity of the City and agree that nothing herein shall be construed to void the government immunity granted to the City.

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SIGNATURES FOLLOW

