

**CITY OF RANDOLPH**  
AUDITORIUM RENTAL AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the CITY OF RANDOLPH, NEBRASKA, a Municipal Corporation, hereinafter referred to as the "City", and

Organization/Business: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Address & Phone Number: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as the "Renter".

1. The City agrees to rent the Randolph City Auditorium located at 119 N Main St, Randolph, Nebraska, 68771, hereinafter referred to as the "Auditorium" to the Renter on the following date(s):

\_\_\_\_\_

and for the following purpose(s) (check all that apply):

_____ Event W/Alcohol: \$500.00	_____ Event W/O Kitchen: \$200.00
_____ Event W/O Alcohol: \$350.00	_____ Tarp Rental: \$75.00
_____ Additional set-up/clean-up days _____ x \$50.00	

2. Use of alcoholic beverages shall be prohibited in the Auditorium premises unless Addendum No. 1 is completed and returned by Renter to the City prior to the rental date(s).
3. Chairs and tables may be used and must be returned to storage areas after use and in the same manner as found.
4. Renter has received a copy of the cleaning checklist and agrees to follow the checklist and clean the auditorium to the specified items.
5. Rental fee for the Auditorium and all charges shall be paid in advance to the City Clerk of Randolph, Nebraska prior to the rental date(s).
6. Damage(s) to equipment or the Auditorium premises during the rental period shall be repaired and billed to Renter. It shall be the responsibility of the Renter to maintain the Auditorium in good condition. Any damage to or misuse of the Auditorium which occurs during the term of this Agreement shall be the responsibility of the Renter.

7. In renting the Auditorium, the City does not relinquish the right to manage and control the facility. The City may enforce any reasonable rules and regulations it deems necessary. Any City official or authorized employee may enter any part of the building at any time.
8. The Renter is responsible for the conduct of all persons present at the Auditorium during the term of this Agreement. Renter shall be liable for the failure of any person present at the Auditorium to abide by the rules and regulations set forth in this Agreement.
9. The Renter understands that the City is not responsible for any accidents, injuries, lost or stolen property, or articles left at the Auditorium after the term of this Agreement. Renter agrees to indemnify and hold harmless the City and its representatives, including but not limited to the City Council members, City Attorney, and/or City Employees, from any claims, demand of action, or cause of action whatsoever, loss of services, medical expenses, attorney fees, and other expenses arising out of any accident or physical injury to any or all persons in attendance. Renter further agrees to release, discharge, and covenant not to sue the City and its representatives for any and all claims and liability arising out of strict liability or ordinary negligence of the Renter or any other person in attendance which causes injury, death, or property damage.

As Renter of this Auditorium, I(we), the undersigned, agree to protect, indemnify, and hold harmless the City and its representatives from any and all loss, cost, damage, or expense, arising out of or from any accident or other occurrence on or about the Auditorium, causing injury to any person or property, and will protect, indemnify, and hold harmless the City and its representatives from any and all claims, cost, or expense arising from any failure of the undersigned to comply with and perform all requirements and provisions agreed to and required by law, during the term of this Agreement.

**I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A RELEASE OF ALL CLAIMS. I UNDERSTAND AND I ASSUME ALL RISK INHERENT IN THE ACTIVITY OCCURRING DURING THE TERM OF THIS AGREEMENT. I VOLUNTARILY SIGN MY NAME EVIDENCING MY ACCEPTANCE OF THESE PROVISIONS.**

TOTAL DUE: \$ \_\_\_\_\_ SECURITY DEPOSIT: \$ \_\_\_\_\_

DATE PAID: \_\_\_\_\_

\_\_\_\_\_  
**Renter**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**City of Randolph**

\_\_\_\_\_  
**Date**