

# Village of Lodgepole Rental Agreement

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## 1. THE PARTIES TO THIS PROPERTY RENTAL AGREEMENT ARE:

### 1.1 THE LANDLORD:

Village of Lodgepole, 814 Sheldon St, P.O. Box 266, Lodgepole, NE 69149

308-483-5353

### 1.2 THE RENTER:

Name(s):

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Address:

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Phone Number:

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Physical Address:

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The parties choose the above stated addresses as their physical addresses for purposes of delivery of any notice, payment of any amount and at which legal proceedings may be instituted pertaining to this property rental agreement. Each of the parties will be entitled at any time by way of written notice to the other to change the information regarding their physical addresses.

**2. THE PREMISES: (indicate the selected rental)**

- o Lodgepole Panther Activity Center (PAC), 630 Orchard Street, Room# \_\_\_\_\_
- o Lodgepole Panther Activity Center (PAC), 630 Orchard Street, Gymnasium
- o Lodgepole Community Hall, 732 McBride Street, Lodgepole, NE
- o Lodgepole JC Hall, basement of 732 McBride Street, Lodgepole, NE

**3. PERIOD OF RENTAL:**

The initial period of the lease shall start:

The \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

The initial period of the lease shall end at midnight:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

**4. RENTAL per day:**

- 4.1 The rental for a single meeting room at the PAC — \$50
- 4.2 The rental for the Community Hall — \$225
- 4.3 The rental for the Jaycee Hall — \$100
- 4.4 The rental for the Gymnasium/Stage area at the PAC - \$200

**5. DEPOSIT:**

- 5.1 The Renter must deposit an amount of \$200.00 for the Community Hall and Panther Activity Center or \$100.00 for the Jaycee Hall with the Village of Lodgepole on signature of this Property Rental Agreement. This deposit will be held by the Village of Lodgepole and may be used at any time to repair damages caused by the Renter to the Premises. The deposit or balance thereof will be refunded to the Renter when this Agreement expires and after inspection of the Premises but not later than thirty days after this Agreement expires. The deposit may also be utilized for the payment of amounts due and owing by the Renter in terms of this Property Rental Agreement as well as the cost of repairing damage (other than ordinary wear and tear) to the Premises and/or replacing lost keys. This provision is purely for the benefit of the Village of Lodgepole and does not relieve the Renter in any way from the obligation of any other payment or liabilities in terms thereof.

**6. TENANT OBLIGATIONS:**

- 6.1 The Renter has inspected the Premises and confirms that they are suitable for the purposes for which they are let for the duration of this Agreement.
- 6.2 The Renter acknowledges that the Premises are in a good state of repair and specifically acknowledges that at commencement of this Property Rental Agreement, all of the sanitary installations and equipment, electrical installations and equipment, keys, locks, doors, windows, wash basins and taps are in a good state of repair and working order.

- 6.3 The Renter shall give written notice to the Village of Lodgepole within 7 (SEVEN) days after the commencement date, of any structural defects in the Premises, or any defects in the abovementioned installations and equipment, and the absence of such notice shall constitute prima facie proof of the absence of any defects or missing articles and the good condition of the Premises. Any notice given by the Renter shall not place any obligation on the Village of Lodgepole to affect any repairs but will serve only to record the state of repair.
- 6.4 The Renter shall allow the Village of Lodgepole or his agent access to the Premises at all times, to inspect the Premises or to carry out any work that may be required to be done or are deemed to be necessary in order to keep the property fixtures and fittings in good order and conditions.
- 6.5 The Renter undertakes to maintain the Premises and to return same in a clean and neat condition at the expiration of this Property Rental Agreement. The Renter will be liable to promptly attend to any repair that may be necessary and in general attend to the upkeep and maintenance of the Premises, alternatively to reimburse the Village of Lodgepole for the cost of replacing or repairing any breakages or defects.
- 6.6 The Renter shall use and operate all electrical and plumbing fixtures properly.
- 6.7 The Renter shall not remodel or make any structural changes to the Premises, nor shall the Tenant deface, mark, paint or drive nails, hooks or screws into any doors, walls, ceilings or floors, nor shall the Renter attach or remove any fixtures or locks without the Village of Lodgepole's prior written permission.
- 6.8 The Renter shall not keep any pets or animals in or on the Premises without the Village of Lodgepole's prior written consent and the Renter shall be responsible for any damage to the premises caused by such pet or animal.
- 6.9 The Renter shall not do or allow to be done in any way anything which would increase the premiums of or vitiate the Policies of Insurance on the property.
- 6.10 The Renter shall keep the grounds of the Premises in a clean and tidy condition, free from all litter and rubbish, garden refuse and discarded appliances or motor parts.
- 6.11 The Renter shall conduct himself/herself and require persons on the premises with his/her consent to conduct themselves in a manner that will not contravene any law, bylaw, ordinance or regulation applicable in respect of the Premises nor cause or permit any nuisance.
- 6.12 The Renter agrees that any violation of the law regarding illegal drug use will be grounds for immediate termination of this rental agreement, after the Village of Lodgepole has filed a police report in this regard.

**7. LANDLORD OBLIGATIONS:**

The Village of Lodgepole shall not be liable for any compensation for any damage suffered by the Renter as a result of rain, hail, snow, leakage, fire, flooding, storms, riot, theft, robbery or in general any damage as a result of any act or negligence whatsoever nor any damage suffered as a result of the interruption of water or electricity or gas supplies. Should the destruction be due to the default or negligence of the Renter, his family, servants or persons occupying the Premises under him, the Village of Lodgepole shall under these circumstances be entitled to claim payment of such damages as the Village of Lodgepole may have suffered. If in any event the damage suffered to the Premises result in that the Premises is not suitable for the purpose for which it has been leased, it shall constitute a ground for the Renter or the Village of Lodgepole to cancel this Property Rental Agreement.

**8. NO WAIVER:**

No relaxation, indulgence, waiver or concession which the Village of Lodgepole may show at any time whatsoever in regard to the carrying out of any of the Renter's obligations in terms of this Property Rental Agreement, shall prejudice any of the Village of Lodgepole's rights under this agreement in any manner whatsoever or be regarded as a waiver of any of the Village of Lodgepole's rights in terms of this agreement.

**9. LIMITATION OF LIABILITY:**

The Renter and any other person associated with the Renter including but not limited to relatives, friends, visitors or employees shall have no claim for injury, damages or loss sustained directly or indirectly in or about the Premises against the Village of Lodgepole for any act or omission of the Village of Lodgepole including but not limited to any agent, servant, cleaner, maintenance person, handyman, artisan or employee of the Village of Lodgepole save from that arising due to active and actionable negligence or willful misconduct.

Further, the Renter agrees to be **solely liable** and **hold harmless** the Village of Lodgepole for any injuries, damages or loss incurred during the course of the Rental Agreement period and further acknowledges that any claims for any injury, damage or loss incurred by Renter, guests or others associated with Renter are the sole responsibility of the Renter.

**10. FULL AGREEMENT:**

This rental agreement consisting of five pages contains all the terms and conditions of the Property Rental Agreement entered into by the Village of Lodgepole and Renters. The Village of Lodgepole shall not be liable for any warranty, guarantee, representations or undertakings of whatsoever nature which might have been made to the Renter by any person whomsoever, except as contained herein. The Village of Lodgepole shall not be bound by any amendment, alteration or variation of the terms of this agreement, unless reduced to writing and signed by the Village of Lodgepole and Renter or any person duly authorized thereto in writing by them. Expressions in the singular also denote the plural and vice versa, pronouns of any gender include the corresponding pronouns of the other gender and words denoting natural persons also refer to juristic persons and vice versa. If any clause or part of a clause, in this

Property Rental Agreement is found to be unlawful, it shall not affect any of the other clauses whatsoever and the balance of the Property Agreement will remain binding on both the Renter and the Village of Lodgepole.

**11. WARRANTY OF AUTHORITY AND DECLARATION:**

Any person or more than one person signing this Property Rental Agreement warrants his or her authority to do so AND that they have read it and understand it and voluntarily agree to it.

Signed at on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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

**JOINT AND SEVERAL TENANCIES:**

We understand and agree that our obligations are joint and several. We understand that we will be responsible for our individual obligations as well as the obligations of all other tenants signing this agreement. This includes paying rent and all other terms of this rental agreement.

Renter 1: \_\_\_\_\_

Renter 2: \_\_\_\_\_

Renter 3: \_\_\_\_\_

Date received: \_\_\_\_\_

**Village of Lodgepole Clerk/Treasurer:** \_\_\_\_\_