

**MONTEZUMA COMMUNITY CENTER  
LEASE AGREEMENT**

This agreement is entered into between the Town of Montezuma, hereinafter referred to as "Lessor" and \_\_\_\_\_, hereinafter referred to as "Lessee." In consideration of the mutual covenants and obligations contained herein the parties agree as follows:

1. The Lessor shall lease to the Lessee the premises known as the "Montezuma Community Center". The premises shall include the following portions of the building known as the Montezuma Community Center: (a) \_\_\_\_\_ Multipurpose Room only; or (b) \_\_\_\_\_ both the Banquet Hall (including kitchen) and Multipurpose Room. In either case, Lessee shall also be entitled to use common areas of the building including restrooms.
  
2. The term of this lease shall begin at (a) \_\_\_\_\_ 8:00 a.m. or (b) \_\_\_\_\_ 3:00 p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and expire at 11:00 p.m. During this term, Lessee shall have the exclusive right to use the premises covered in this lease for the sole purpose \_\_\_\_\_ . In the event the space is not vacated by 11:00 P.M., Lessee shall pay an additional \$50 per hour for each hour (or portion thereof) that the premises remain occupied after the expiration of the initial time period.
  
3. Lessee shall, at the time of signing this lease, deposit with Lessor the sum of \$100.00 (without use of AV system) or \$150 (with use of AV system) which deposit shall serve as security for full performance of the obligations and covenants of Lessee under this lease. Such deposit shall not be considered a rental payment, nor shall such deposit relieve Lessee from or be considered a limitation on any obligation or liability of Lessee to Lessor. In the event of a default by Lessee under the terms of this lease (including, but not limited to violation of any rules and regulations of the Montezuma Community Center, damages to the facility and/or its equipment), Lessee shall apply said deposit toward the cure of any default without notice to Lessee. Upon the proper surrender of the leased premises at the termination of this lease any amount on deposit shall be refunded to Lessee, minus any appropriate deductions.
  
4. The rent to be paid to the Lessor shall be payable at the time of signing this lease and shall be in the following amounts:
  - a. Monday thru Thursday: \$60 for any rental
  - b. Friday thru Sunday (or Holidays): \$50 if leasing Multipurpose Room only  
\$125 if leasing both Multipurpose Room and Banquet Hall (\$95 for a Lessee who is also a current customer of a Montezuma utility)

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- c. Non-Profit Fundraisers \$60 (Mon-Thur); \$95 (Fri-Sun and Holidays)
5. The Lessee shall be permitted to use parking lot at the Montezuma Community Center.
  6. The Lessee shall be solely responsible for any and all damages caused by Lessee, any of his/her guests, invited licensees, agents, employees, contractors or members while on the property owned by the Lessor.
  7. Unless otherwise agreed, all equipment and personal property placed on said premises by Lessee or its agents shall be removed at the expiration of this lease. If equipment or personal property is not removed by Lessee at the expiration of this lease, the Montezuma Community Center shall have the equipment and/or personal property removed at Lessee's expense and charge Lessee for storage and removal expenses. In the event equipment or personal property is not retrieved within sixty (60) calendar days, the equipment or property shall be deemed abandoned and become the property of Lessor. Lessor reserves the right to immediately dispose of equipment or personal property left by Lessee that Lessor deems, at its sole discretion, to have little or no value and nothing herein shall be construed to create any obligation of Lessor to preserve, maintain or protect any equipment or personal property left by Lessee.
  8. Lessee shall abide by all rules and regulations for the Montezuma Community Center. A copy of such rules and regulations is attached hereto and incorporated herein.
  9. Lessee acknowledges that the premises has been examined or the examination has been waived by the Lessee and Lessee is fully aware of any defects or faults in connection therewith the possibility thereof and hereby accepts the same in the present condition hereof. The Lessor shall not be liable to Lessee, or to its agents, employees, customers, guests, licensees, invitees, or any other persons for any injury or damage that may result to persons or property by reason of the conditions of the premises or any part thereof, existing at such time or hereafter, whether such defects be known or unknown to the parties hereto.
  10. To the full extent permitted by law, Lessee releases, covenants not to sue and waives and releases Lessor (and its employees, officers and agents) from any and all claims, demands and causes of action of whatever kind or nature (including but not limited to negligence, personal injury, damage to property or person) sustained by Lessee resulting from occupancy of the premises (or from any equipment located on the premises) or in anyway resulting from or connected to the leasing of the premises, whether such damage results from any

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accident in or about the premises or damage resulting directly or indirectly from any act of neglect by Lessor, including, but not limited to, failure to repair or failure to warn. Lessee hereby accepts, assumes and agrees to incur all risk for injury or other damage resulting from leasing the premises or occupancy thereof. **BY SIGNING THIS DOCUMENT, LESSEE HEREBY ACKNOWLEDGES THAT LESSEE HAS READ THE ABOVE CAREFULLY BEFORE SIGNING AND AGREES TO COMPLY WITH ALL THE ABOVE.**

11. Lessee agrees to indemnify and hold Lessor harmless against any and all claims, suits, demands, costs and expenses, including reasonable attorneys' fees, arising from Lessee's use and occupancy of the premises or from any breach or default on the part of Lessee in the performance of any covenant or agreement of Lessee to be kept and performed pursuant to the terms and provisions of this lease, or from any acts of negligence of Lessee, its agents, servants, employees, guests or invitees, on or about the premises.
12. In the event that the premises are or become unavailable for any reason whatsoever and Lessor must cancel this lease, every effort will be made to notify Lessor as soon as possible. Lessee acknowledges that its sole remedy in this event is return of any monies advanced to Lessor and that in no event shall Lessor be liable for any amount of damages exceeding the monies advanced to Lessor whether such damages be deemed direct, special, or consequential.
13. In the event that Lessee violates any of the provisions of the lease or breaches any covenants thereof, including failure to clean the premises, Lessor shall have the right to terminate the lease and pursue all remedies at law. Moreover, such breach or violations shall be grounds for denial to any individual or organization from entering into a lease with Lessor in the future.
14. All property of the Lessee kept in or about the premises shall be kept at Lessee's risk only. Lessee shall save Lessor harmless from claims arising out of damage or loss to the same including subrogation claims by Lessee's insurance carrier.
15. Subletting and/or assignment of this lease is prohibited.
16. If the Lessee notifies Lessor of its intention to cancel this lease at least 14 days before the date of its reservation, Lessee shall be charged a cancellation fee of \$50 but shall be refunded its rental payment in full. If the Lessee notifies Lessor of its intention to cancel this lease less than 14 days before the date of its reservation, Lessee shall be charged a cancellation fee in the amount of the rent but shall be refunded its security deposit in full.
17. The Lessor reserves the right to cancel this lease in the event of an emergency.

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**Town of Montezuma**

**“Lessee”**

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Lessee

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

\_\_\_\_\_  
Signature of Lessee

***Please print your address and phone number below***

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

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

## RULES AND REGULATIONS FOR THE MONTEZUMA COMMUNITY CENTER

1. All tables and chairs must be placed back to the place they were located upon your arrival.
2. All trash containers are to be emptied and new trash bags placed in the container.
3. Nothing is to be stapled, taped or otherwise hung on the walls or on the light fixtures.
4. Floors should be swept and/or mopped if necessary.
5. All lights are to be turned off before leaving.
6. All outside doors must be securely closed and locked before leaving.
7. Stools and urinals should be flushed and sinks cleaned before leaving.
8. If you are using helium balloons, do not turn the ceiling fans on.
9. No items are to be left in the refrigerator, freezer or oven after an event.
10. Clean all sinks and counter tops in the kitchen.
11. Absolutely no items are to be stapled to the tables.
12. Smoking is not permitted inside the facility or the outside entrances. Cigarette waste is to be cleaned up from around the outside of the facility following the event.
13. All decorations must be removed from the facility at the end of the event.
14. No animals are permitted in the Montezuma Community Center except for guide dogs for the blind.
15. Alcohol, drugs, firearms and gambling in any form are strictly prohibited.
16. Please refrain from dragging tables or chairs as this will scar the floors.
17. Upon request for reservation of the facility a Lease Agreement will be provided to you. The signed Lease Agreement with payment of the security deposit and rental amount must be received by the Montezuma Community Center to establish and hold your reservation.
18. Failure to comply with all policies and procedures will result in forfeiture of the security deposit.

*REMEMBER THIS IS A PUBLIC FACILITY. PLEASE HELP US KEEP THE FACILITY AND PROPERTY IN CLEAN AND GOOD CONDITION.*

I agree to the policies and procedures as stated in this document.

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

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

Receipt by Montezuma \_\_\_\_\_ Date: \_\_\_\_\_  
Representative

PLEASE COMPLETE THIS FORM  
MONTEZUMA COMMUNITY CENTER

LEAVE IT IN THE CONDITION YOU FOUND IT  
CHECK LIST

DUE TO THE COVID-19 HEALTH EMERGENCY AND ORDERS FROM THE STATE IT IS NECESSARY FOR ALL LESSEES TO ABIDE BY THE GUIDELINES SET FORTH FROM THE STATE HEALTH DEPARTMENT—THIS INCLUDES THE WIPING DOWN OF ALL AREAS AND SURFACES USED DURING YOUR RENTAL—DISINFECTANTS ARE STORED IN THE HOUSEKEEPING CLOSET

HOUSEKEEPING DUTIES ARE PERFORMED ONCE WEEKLY. IN AN EFFORT TO KEEP THE COST OF THAT DOWN IN ORDER TO KEEP THE RENTAL FEES DOWN EACH LESSEE IS RESPONSIBLE FOR COMPLETING ALL APPLICABLE ITEMS ON THIS LIST. THERE HAS BEEN AN ISSUE WITH “SCUFF” MARKS FROM SHOES. THESE CAN EASILY BE REMOVED WITH THE DAMP MOP WHEN MOPPING THE FLOORS. IF ALL ITEMS ARE NOT COMPLETED, YOUR SECURITY DEPOSIT WILL BE KEPT

1. \_\_\_ ELECTRIC burners and oven turned off and cool.
2. \_\_\_ Items removed from refrigerator, freezer, and oven.
3. \_\_\_ Sound system turned off.
4. \_\_\_ All water turned off.
5. \_\_\_ All decorations taken down.
6. \_\_\_ All trash picked up inside/outside, and all trash bags placed in outside dumpster.
7. \_\_\_ Used trash bags replaced with new ones.
8. \_\_\_ All tape removed from under tables.
9. \_\_\_ Bathrooms left in sanitary condition (facilities flushed, sinks cleaned).
10. \_\_\_ All personal belongings removed from building.
11. \_\_\_ All lights turned off inside/outside.
12. \_\_\_ All doors closed inside/outside, doors locked.
13. \_\_\_ Tables/Chairs wiped off/placed back where they were upon arrival
14. \_\_\_ Floors swept and mopped/Rugs swept—Must be completed or Deposit will be kept!
15. \_\_\_ IF OVENS HAVE BEEN USED—MAKE SURE THAT YOU HAVE WIPED THEM OUT!!!
16. \_\_\_ IF A KEY HAS BEEN ISSUED MAKE SURE IT IS LEFT WITH THIS CHECKLIST

FLOORS MUST BE SWEEPED & MOPPED OR DEPOSIT WILL BE KEPT

IF IT APPEARS THAT SOME OR ALL OF THE ITEMS HAVE NOT BEEN COMPLETED VIDEO WILL BE REVIEWED TO VERIFY AND DEPOSIT WILL NOT BE REFUNDED

IF THE DEPOSIT HAS BEEN WAIVED FOR YOUR RENTAL THEN NON-COMPLIANCE COULD RESULT IN NOT BEING ABLE TO USE THE BUILDING AGAIN

Check list Performed By: \_\_\_\_\_

Lessee's Signature

Complete, sign, and leave on counter at Center for approval of release of deposit

\_\_\_\_\_  
Housekeeping

\_\_\_\_\_  
Date

# ONLINE COMMUNITY CENTER LEASE AND FEE PAYMENT

Name \_\_\_\_\_

Fee For \_\_\_\_\_

Phone # \_\_\_\_\_

Email Address \_\_\_\_\_

PAY HERE