

LEASE OF COMMUNITY CENTER

This Lease Agreement made this ____ day of _____, _____, by and between the Village of Hoskins, a municipal corporation organized under and by virtue of the laws of the State of Nebraska, herein referred to as ("LESSOR") and _____

_____ hereinafter referred to as ("LESSEE").

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Description of Premises. LESSOR leases to LESSEE and LESSEE does hereby lease from LESSOR the Hoskins Community Center located at 101 S. Main Street, Hoskins, Nebraska, hereinafter referred to as the ("Premises").

2. Purpose. LESSEE represents that such Premises are being rented for the sole purpose of _____

_____ and for no other purpose whatsoever without the prior written consent of LESSOR endorsed on this Lease. LESSEE acknowledges that the use of the demised Premises shall not be solely for commercial purposes that only benefit LESSEE in the production of income and business profit.

3. Duration. The duration of this Lease shall be for ____ day(s), beginning on the ____ day of _____, _____ at _____ o'clock __.m. and terminating on the ____ day of _____, _____ at _____ o'clock __.m. The duration of this Lease shall not be extended without the prior written consent of LESSOR endorsed on this Lease.

4. Rent. LESSEE shall pay to LESSOR, at LESSOR'S office at Hoskins, Nebraska, for the use of said Premises, the sum of \$_____. As additional rental, LESSEE shall pay to LESSOR the cost of all clean up, damage, or expense required in the event that LESSEE breaches any term or condition of this Lease. If not otherwise paid to LESSOR, the cost of clean up, repair, or expense shall be deducted from the security deposit made hereunder by LESSEE.

5. Surrender of Premises. LESSEE shall quit and surrender possession of the demised Premises and all personal property contained therein to LESSOR at the end of the aforesaid term in the same state and condition as existed at the date of the commencement of the Lease, ordinary use, wear and tear excepted.

6. Rules and Regulations. LESSEE shall abide by and conform to all rules and regulations from time to time adopted or prescribed by LESSOR, for the government, use, and management of said Premises.

7. Indemnification. LESSEE hereby agrees to indemnify and hold LESSOR harmless from and against all claims of whatever nature arising from any act, omission or negligence of LESSEE, or LESSEE'S licensees, invitees, patrons, agents or employees, or arising from any accident, injury or damage whatsoever caused to any person, or to the property of any person, occurring during the term of this Lease in and about the Premises or arising from any accident, injury or damage occurring outside the Premises where such accident, damage or injury results or is claimed to have resulted from any act, omission or negligence of LESSEE or LESSEE'S licensees, invitees, patrons, agents or employees.

8. Compliance with Law. LESSEE shall comply with all laws of the United States and of the State of Nebraska, all Ordinances of the Village of Hoskins, Nebraska, and all rules and requirements of any law enforcement agency, including the Sheriff of Wayne County, Nebraska, the Nebraska State Patrol, and the fire department or other authorities of the Village of Hoskins, Nebraska. LESSEE shall obtain all necessary permits and licenses required by any governmental authority, including the Nebraska Liquor Control Commission, and LESSEE shall not do or suffer anything to be done on said Premises during the term of this Lease in violation of any such laws, ordinances, rules, or regulations. If the attention of LESSEE is called to any such violation on the part of LESSEE or any person employed by or admitted to said Premises by LESSEE, LESSEE will

immediately desist from and correct or cause such violation to be corrected.

9. Intoxicating Liquors and Alcoholic Beverages. LESSEE shall not cause or allow beer, wine, distilled spirits, or other alcoholic beverages of any kind to be sold, given away, consumed, possessed, or used in any way upon or in said demised Premises, except upon the written consent of LESSOR and upon obtaining a valid license from the Nebraska Liquor Control Commission under the provisions of the Nebraska Liquor Control Act, subject, however, to the exception described in 9(a) below. If written consent of the LESSOR is obtained and, an appropriate liquor license issued by the Nebraska Liquor Control Commission, LESSEE shall comply with all Village and State statutes dealing with the sale and consumption of alcoholic beverages, including the provisions of the Nebraska Liquor Control Act. LESSEE shall not permit any minor to possess or consume any type of alcoholic beverage in or about the Premises, nor permit any person to remove any alcoholic beverages from the demised Premises without appropriate legal authorization. LESSEE shall be responsible for any violations of the terms of this Paragraph, and LESSEE shall indemnify and hold LESSOR harmless for any losses or damages caused thereby.

9(a). Personal and Private Use Exception. [] Check here if applicable. _____ INITIAL HERE

If checked, alcoholic beverages are planned to be possessed and consumed on the demised Premises, however, LESSEE warrants and represents that the use of the demised Premises is for a private gathering for the personal use of LESSEE, his or her family, and specifically invited guests. Accordingly, LESSEE warrants:

- (a) That the acquisition and possession of the alcoholic beverages used, or to be used in the demised Premises, are legally obtained as provided under the Nebraska Liquor Control Act; and
- (b) LESSEE is entitled to the personal use exception available under the Nebraska Liquor Control Act and that LESSEE shall comply with all of the provisions found in the Nebraska Liquor Control Act regulating the acquisition, use, sale, and consumption of alcoholic beverages while on the Premises; and
- (c) At all times, the purpose and function of the event of LESSEE in the demised Premises shall be, and shall remain, private with invitations issued to all persons therein, and LESSEE shall not, at any time, open the demised Premises to general public admission; and
- (d) LESSEE shall be responsible for the conduct and actions of LESSEE, his or her family, the specifically invited guests, and any other person that comes onto the Premises during the term of this Lease.

LESSEE specifically understands that LESSOR is relying upon the warranties and representations of LESSEE set forth in this Paragraph 8 and Paragraph 8(a) in entering into this Lease Agreement with LESSEE. Any default hereunder by LESSEE shall be grounds for immediate termination of this Lease Agreement. LESSEE shall indemnify and hold LESSOR harmless from and against all damages or claims of whatever nature arising from any act, misrepresentation, omission, or negligence of LESSEE, or LESSEE'S licensees, invitees, patrons, agents, or employees. LESSEE understands that, in the event LESSEE wishes to allow the sale or consumption of alcoholic beverages on the demised Premises, LESSOR shall require a higher amount of a security deposit and an additional rental surcharge as determined by the LESSOR from time to time.

10. Defacement. LESSEE shall not injure, mar, or in any manner deface the Premises or any equipment contained therein. LESSEE will not drive or permit to be driven, nails, hooks, tacks, or screws into any part of the building or equipment contained therein and will not make or allow to be made any alterations of any kind to the demised Premises.

11. Damage to Premises. If the Premises or any portion of the Premises, or any personal property contained therein during the term of this Lease shall be damaged by the act, omission, default or negligence of LESSEE, or LESSEE'S licensees, invitees, patrons, agents, or employees, or any person on the Premises, whether admitted to the Premises by LESSEE or not, LESSEE shall pay to LESSOR, upon demand, such sum as shall be necessary to restore the condition of the Premises or the personal property contained therein to the

same state and condition as existed at the time of commencement of this Lease Agreement.

12. Loss of Equipment. All equipment entrusted to the care of LESSEE or on the Premises during the term of this Lease which shall become lost, stolen, or which shall disappear, shall be the sole responsibility of LESSEE. LESSEE shall be responsible to pay full replacement cost to LESSOR.

13. Hazards. LESSEE shall not do or permit anything to be done, in or upon any portion of the Premises, or bring or keep anything therein or thereupon, which will, in any way, create waste, a nuisance, a fire hazard, or conflict with the regulations of the fire department or any of the laws, rules, regulations, or ordinances of the Village of Winside, Nebraska and the State of Nebraska.

14. Assignment. LESSEE shall not assign this Lease without written consent of LESSOR nor suffer any use of the Premises other than stated herein.

15. Default in Rent Payment. LESSEE covenants that if any default is made in payment of rent or any part thereof at the times above specified, or if any default is made in any covenants or the agreement herein contained, this Lease, at the option of LESSOR, shall terminate and the relationship of the parties shall be the same in all respects as if said term had fully expired. LESSOR may re-enter said Premises and remove all persons therefrom, and resort to any legal proceeding to obtain possession. LESSEE shall, notwithstanding such re-entry, pay the full amount of said rental as herein agreed to be paid.

16. Security Deposit. On execution of this Lease Agreement, LESSEE shall deposit with LESSOR the additional sum of \$ _____, receipt of which is hereby acknowledged by LESSOR, as security for the full and faithful performance by LESSEE of this Agreement, all of which security deposit shall be refundable on expiration of the tenancy, provided this agreement has been complied with in all respects by LESSEE. Such security deposit may be retained by LESSOR to offset the expenses of cleaning and restoring the Lease Premises on termination of the Lease.

SEE ATTACHED CLEANING CHECKLIST

17. LESSOR-LESSEE Relationship. Nothing in this Lease or the relationship between the parties arising out of LESSEE'S use or occupation of the Premises shall be deemed to constitute the parties hereto as joint venturers, partners, principal and agent, or employer and employee, with respect to each other.


18. Prior Day Admittance. So long as the Premises has not been rented as of 1:00 o'clock p.m. the day prior to the reserved date under this Lease, LESSEE may, in LESSOR'S discretion, have limited access to the Premises for the sole purpose of setting up and preparing for LESSEE'S intended use of the Premises the following day. LESSEE shall not be entitled to use the Premises for any other purpose. The prior day admittance shall be available commencing after 1:00 o'clock p.m. the day prior to the scheduled rental date. LESSEE expressly acknowledges that there is no guarantee that the Premises shall be available to LESSEE for this prior day admittance. LESSOR shall be entitled to rent the Premises on the day prior to LESSEE'S scheduled rental date at any time after the execution of this Lease Agreement without notice to LESSEE. LESSEE may guarantee access to the Premises for this prior day admittance by paying an additional rental fee of \$ _____, to be paid with the execution of this Lease Agreement.

19. Insurance. In the event LESSEE intends to allow the sale or consumption of alcoholic beverages on the demised Premises and is going to use the services of a holder of a liquor license in order to obtain the valid authority from the Nebraska Liquor Control Commission to allow such consumption or sale, then, LESSEE and/or LESSEE'S liquor license holder shall obtain a public liability insurance policy covering the Premises during the term hereof with insurance companies and policy limits satisfactory to LESSOR. Prior to the commencement of the date of this Lease, LESSEE and/or LESSEE'S liquor license holder shall provide to LESSOR a Certificate of Insurance evidencing this requirement.

20. Binding Effect. This Lease Agreement shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Nebraska.

In Witness Whereof, the parties have executed this Lease Agreement the day first above written.

VILLAGE OF HOSKINS, NEBRASKA

By 
Its Chairman

ATTEST:

Village Clerk

LESSEE:

