

## SHERMAN COUNTY COMMUNITY CENTER

### CONDITIONS OF USE

1. **ALCOHOLIC BEVERAGES:** Alcoholic beverages will not be allowed on the premises. No one under the influence of alcohol will be allowed on the premises.
2. **RELEASE OF LIABILITY:** In consideration of the use of the premises, the Lessee hereby releases and holds harmless the Sherman County, its officials, officers, board members, employees, or representatives from any liability or responsibility for any damages to the person or property of Lessee, Lessee's guests, invitees, or other persons, arising out of or in any way connected with Lessee's use of the premises. Lessee agrees to indemnify the Sherman County for any costs or damages to any persons or any person's property arising out of or connected in any way with Lessee's use of the premises and further agrees to pay all costs of defense. Including attorney's fees and court costs, incurred by the Sherman County or its officials, officers, board members, employees or representatives.
3. **TERMINATED EVENTS:** At any time the event custodian or officer sees an event becoming disorderly or any contract rules have been broken, the event will be terminated and all guests will be asked to leave. No refunds will be granted for terminated events.
4. **USE OF EQUIPMENT:** User shall be allowed to use the equipment, tables and chairs located on the premises, but the equipment, tables, and chairs shall not be removed from the premises. The Lessee must provide all stereo and sound equipment if having a DJ, live music, or a band. There is no public phone available for phone calls of any kind, conference or otherwise.
5. **HOURS OF OPERATION:** All events shall end by 11:00 p.m. and the building shall be empty of all persons by 12:00 a.m. No event shall start earlier than 6:00 a.m. The Sherman County reserves the right to limit the number of hours beyond the maximum number of eight consecutive hours per event. There are no hourly rentals of the community center. If an event runs over their specified time limit, all persons pertaining to that event will be asked to leave.
6. **DECORATIONS:** User shall not use any wall decorations. Only table and floor decorations are permitted. The use of confetti and glitter of any type is prohibited inside the building. Birdseed and bubbles are permitted outside the building.
7. **DAMAGED PREMISES:** User agrees to pay the full cost of any repairs deemed necessary in the sole discretion of Sherman County for any damages caused by the Lessee or its guests or invitees or by any other person in connection with the event. User accepts the premises in its current condition, as is, and agrees that they are fully suited for the purpose of the event.
8. **GENERAL CONDITIONS:** The premises shall not be used in violation of any regulation or law of any governmental body nor in any manner to create any nuisance or trespass, or in such a manner as to endanger the construction capabilities of the premises. The Lessee, its guests and

invitees shall use the parking area adjacent to the premises. The premises shall not be used in any manner to hinder or obstruct the activities or other occupants of the Community Center.

9. AVAILABILITY OF FACILITIES: The Lessee understands that if the entire facility (all rooms) is not leased by the Lessee, the remaining rooms may be rented by other parties during the same time period. Sherman County reserves the right to require the rental of the entire facility for large functions such as wedding receptions and on weekends. Use is limited to twelve (12) times per calendar year to any one group, organization or individual. The Lessee understands that the use of the premises does not include the designated EMS and Fire areas.

10. NO SMOKING: No smoking or use of tobacco products is allowed in the premises.

11. GRATUITIES: Sherman County does not allow tipping, gratuities, or any type of contracts made with the event custodian or officers. All arrangements and payments are to be made at the Sherman County Clerk's Office, 813 Broadway, Goodland, Ks. Phone 785-890-4800.

12. PAYMENTS: If the lessee does not complete payments at least two weeks prior to the event, Sherman County may cancel the event and send a refund for any money paid over the amount of the deposit. The deposit will not be refunded under any circumstances.

13. EMERGENCIES: Lessee acknowledges that Sherman County uses the Community Center for Emergency Services, and that use is paramount to Lessee's right to use the Community Center granted pursuant to this agreement. Further, Lessee acknowledges that Sherman County, may at any time, in its discretion, give notice to Lessee that the Community Center is needed for Emergency Services. Notice given by Sherman County to Lessee shall terminate this agreement to the extent of Lessee's use of the Community Center. If an emergency arises during Lessee's use of the Community Center, Lessee and Lessee's invitees, guests or other persons associated with Lessee's use of the Community Center agree to vacate the premises upon receiving notice from a Sherman County official, officer, board member, employee, or representative that an emergency exists requiring Sherman County's use of the Community Center.