

# Rules, Regulations and Rental Contract

Pershing County Community Center  
820 6<sup>th</sup> Street (PO Box 986)  
Lovelock, NV 89419  
775-273-7144

**User:** Organization or Individual: \_\_\_\_\_  
Person Responsible: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: (Business): \_\_\_\_\_ (Home): \_\_\_\_\_ (Mobile): \_\_\_\_\_

**Event:** Name: \_\_\_\_\_  
Start Date & Time: \_\_\_\_\_ End Date & Time: \_\_\_\_\_

**Fees:** (Per Attached Fee Schedule)  
Room(s): \_\_\_\_\_ Rent: \_\_\_\_\_ \*Security Deposit: \_\_\_\_\_  
Foyer: (Foyer Set Up Sheet ) Rent: \_\_\_\_\_ \*Security Deposit: \_\_\_\_\_  
Kitchen Yes / No Rent: \_\_\_\_\_ \*Security Deposit: \_\_\_\_\_  
Alcohol: Yes / No Ins. \_\_\_\_\_ \*Alcohol Deposit: \_\_\_\_\_  
Catered: Yes / No Fee: \_\_\_\_\_  
County Ins. Yes / No (Proof needed) Fee: \_\_\_\_\_  
\*Security Deposit:(Refundable, if contract requirements are met.) Rent : \_\_\_\_\_ \*Refundable Total: \_\_\_\_\_  
Rental Fees:  
**TOTAL RENT/ FEES/DEPOSITS DUE:** \_\_\_\_\_

Paid: \_\_\_\_\_ Date: \_\_\_\_\_  
Balance: \_\_\_\_\_ Due By: \_\_\_\_\_

## **Rules and Regulations:** *(please initial all applicable paragraphs)*

1. **Security Deposit.**
  - a. \_\_\_\_\_ A security deposit in the amount noted above must be paid at time of reservation or the reservation is not binding. This security deposit will be held as a deposit against loss and/or damage. Facility must be cleaned according to specified cleaning requirements, and inspected by the PCCC Coordinator, before deposit is refunded. Deposit may be retained by Community Center to cover any damage, replacement costs and/or cleaning expenses. User is responsible for any damage to facility or equipment incurred during time of use. Such damages will be charged against, but are not limited to, the amount of deposit. The security deposit is fully refundable if no damages occur and cleaning requirements are met.
  - b. \_\_\_\_\_ If any portion of the building or grounds, are damaged by the act, fault, or negligence of the User, User's agents, employees, patrons or guests, or any persons admitted to the premises by User, User shall pay to the County, upon demand, such sums as shall be necessary to restore the premises to its condition prior to any such damage. User assumes responsibility for the acts and conduct of all persons admitted to the premises.
2. \_\_\_\_\_ **Damage.** Damage refers to, but is not limited to, damage to the building, contents

of the building which includes all art work, excessive stains, sticky material (i.e., gum, glue, candy, etc.) on floors, walls, counters, tables, etc. or incomplete clean-up, as referred to in this contract, and will result in the loss of all or part of the security deposit.

3. \_\_\_\_\_ **Cancellations.** Cancellations must be made five (5) days prior to the event, or deposit may be forfeited.
4. **Rental Fees.**
  - a. \_\_\_\_\_ The rental fee must be paid in full at least one (1) week prior to the scheduled event. The rental fee may be paid in installments, as long as the total amount is paid at least one (1) week in advance of the event. Total fees due are listed in "Fees" above.
  - b. \_\_\_\_\_ The rental fee stated above is for the start and end dates shown above. Should additional days be needed for setup and/or cleanup, additional rental fees will be applied and an addendum to this contract will be executed showing additional dates and/or fees.
5. \_\_\_\_\_ **Waiver of Rental Fees.** Non-profits seeking a waiver of rental fees must submit a request to waive rental fees to the Pershing County Economic Development Authority / Community Center Board, c/o PCCC Coordinator at the address listed above.
  - a. \_\_\_\_\_ Request for waiver of rental fees must be presented to the Board, at a regularly scheduled meeting, prior to the event. The request shall include detailed information as to why the event may be considered for the waiver of rental fees. Non-profits requesting the waiver of rental fees should have a plan for sustainability of their future events.
  - b. \_\_\_\_\_ Submittal of the request to waive rental fees does NOT guarantee that the Board will approve or deny the request.
  - c. \_\_\_\_\_ Deposit fees and proof of insurance are required.
6. \_\_\_\_\_ **Contract Packet.** All paperwork in this contract packet must be completed and returned to the Pershing County Community Center (PCCC) Coordinator at least one (1) week prior to the scheduled event.
7. \_\_\_\_\_ **Facilities and Equipment Used.** User agrees to use only those facilities and equipment of the Community Center as set forth in this contract. Usage of other rooms is not allowed unless an addendum to this contract has been executed. In the event User uses rooms or equipment not specified in this contract, County is entitled to additional rental fees.
8. \_\_\_\_\_ **Cleanup.** User is responsible for general cleanup of facilities and assumes responsibility for leaving the buildings and grounds in neat, clean order, disposing of all trash, turning off all lights, locking all doors and adjusting the heat or air conditional settings up or down, accordingly when User's event is over.
  - a. \_\_\_\_\_ User must remove all debris from floors, walls, ceilings and tables and deposit it in the appropriate trash containers provided by the Community Center. Empty trash cans and waste receptacles into dumpster behind building. Custodian will replace bags in trash cans and waste receptacles.
  - b. \_\_\_\_\_ The restrooms, lobby, exterior, and parking lot will be cleared of all debris and trash and left in an orderly condition. Damage to and excessive stains in these areas will result in the User losing all or part of the deposit.
  - c. \_\_\_\_\_ No holes are to be put in the walls when hanging decorations, pins can be used in the insulation boards.
  - d. \_\_\_\_\_ Kitchen is to be cleaned and mopped. Oven and stove are to be cleaned and any debris removed. If cleanup is found to be unsatisfactory, including dirty or spotted dishes and silver, User may lose all or part of security deposit.
  - e. \_\_\_\_\_ User does not have to vacuum. Gather up and remove all personal items and all decorations. Custodian will vacuum the facility.
  - f. \_\_\_\_\_ User will be charged for cleaning that is deemed excessive (beyond normal vacuuming and general upkeep and cleaning, such as incomplete kitchen cleaning, excessive stains on carpet that require shampooing, sweeping rocks and debris from the grounds, etc.). The excessive cleanup/damage fee will be in the amount of \$75 per hour, per employee or contracted person that performs the cleaning service.

- g. \_\_\_\_\_ Buildings and Grounds Staff will set up all tables and chairs, per User's Room Setup Agreement. The Buildings and Grounds staff will put away the tables and chairs after the event. Under normal circumstance, the User should NOT put away tables and chairs. *Should setup, takedown, and/or cleaning be required for events occurring the afternoon of or evening prior to a weekend or on a holiday, and where there are back-to-back bookings, additional charges will be incurred (\$150 for a weekend event; \$200 for a holiday event) otherwise User has the option of doing their own setup, takedown, and/or cleaning. Return of deposit is contingent upon a satisfactory walk thru by the PCCC Coordinator.*
  - h. \_\_\_\_\_ The User has provided a Room Setup Agreement which includes a list of any special equipment required.
  - i. \_\_\_\_\_ Instructions for the dishwasher shall be provided by the PCCC Coordinator. The proper preparation of the dishes, loading, and running of the dishwasher will be explained. If the User fails to follow these procedures which results in clogged drains, the user will forfeit all or part of the security deposit.
9. PCCC Coordinator will give an orientation and give the User an executed copy of this Agreement.
10. **Walk Thru.** A walk thru has been completed or will be completed prior to the date of the event.  
**Use of the facility is prohibited until a walk thru has been completed.**
- a. \_\_\_\_\_ The PCCC Coordinator and the User have completed a walk thru of the facility and both agree that the condition of the facility is acceptable. OR:
  - b. \_\_\_\_\_ The PCCC Coordinator and the User have completed a walk thru of the facility and there are some damages present prior to the User's event. (See attached notes/documentation.)
11. \_\_\_\_\_ **Keys.** Keys must be returned; if the key is lost or not returned immediately following event then the security deposit is forfeited and User could be responsible for the entire cost of rekeying the building. Reference Key Checkout Agreement for additional responsibilities
12. **Insurance.**
- a. \_\_\_\_\_ User shall provide a valid Certificate of Insurance naming Pershing County as an insured in the amount specified and required by the County for all dates scheduled, including set up and breakdown days.
  - b. \_\_\_\_\_ User, not serving alcohol, can obtain insurance through the county (see fee schedule), or provide proof of insurance from their insurance broker.
  - c. \_\_\_\_\_ User that IS serving alcohol, must obtain insurance through their insurance broker, and ensure that there is not a "Liquor Exclusion" on the policy.
  - d. \_\_\_\_\_ Failure to provide insurance coverage information one (1) week prior to the event may result in cancellation of event.
13. \_\_\_\_\_ **Hold Harmless Agreement.** No contract will be approved until User has executed the Hold Harmless Agreement for the protection of the Pershing County Community Center and Pershing County.
14. **Alcoholic Beverages.**
- a. \_\_\_\_\_ User planning to **sell** alcoholic beverages shall file a permit application with the city of Lovelock. All alcohol beverage servers are required to receive training which is available through the Frontier Community Coalition.
  - b. \_\_\_\_\_ **User planning to allow alcohol on the premises during the event shall give notice to the city of Lovelock Police Department that alcohol will be consumed at the Community Center on the date specified in this agreement.**
  - c. \_\_\_\_\_ **It is the User's responsibility to enforce underage drinking laws and to "Keep the Peace" while event is occurring. No underage drinking is permitted in a county facility. If alcohol is used by a minor, user forfeits the security deposit. (8-2019) User is liable for any violations of state and local laws regarding alcohol consumed by any person under the age of 21 years.**  
**OR;**

- d. \_\_\_\_\_ I am not serving alcohol. I understand that my event will be “dry” and I am responsible for maintaining a “dry” event. Maintaining a “dry” event includes monitoring my guests and ensuring that they are not introducing alcohol to the event through outside means.
- e. \_\_\_\_\_ If my event did not remain “dry” (alcohol was introduced to the event by myself and/or guests) there will be a \$1000 fine imposed upon me. The \$1000 fine will be paid to the community center immediately; or the community center may pursue other legal options with the guidance of the Pershing County District Attorney’s Office.
15. \_\_\_\_\_ **Food and Beverage Service.** All caterers must comply with all Nevada State Health Department rules and regulations. **All events open to the public and serving food are required to have a Food Permit, a copy of which is to be included with this contract.**
16. \_\_\_\_\_ **Food and Beverage Service shall not be served as a buffet unless sneeze guards are present.** All foods and drinks must be presented to the diner by a server if sneeze guards are not in place in order to abide by Nevada State Health Department rules and regulations.
17. \_\_\_\_\_ **No Smoking.** The Community Center has been designated as a no smoking facility. Smoking inside the Community Center is strictly prohibited. Any damages due to non-compliance of this policy will be recovered from the User. The damages will be charged against, but not limited to, the amount of the security deposit.
18. \_\_\_\_\_ **Curfew. There is a 2:00 a.m. curfew for all events, which means cleanup must be completed by this time.**
19. \_\_\_\_\_ **Unavailability of Community Center.** In the event that the Community Center is not available for use during the term of this contract due to causes beyond the control of the County, this contract and all obligations between the County and the User are terminated. The User waives any claim against the County for damages resulting from the termination of this contract under these terms. The County shall refund any unearned portion of this contract previously paid.
20. \_\_\_\_\_ **Stopping Event.** The PCCC Coordinator or County representative may stop any performance or other activity in the interest of public safety or which is offensive to the morals and decency of the community or to prevent destruction or damage to the Pershing County Community Center property. User specifically waives any right to any claim for damages against the County or their employees for such action.
21. \_\_\_\_\_ **Rules and Regulations Changes.** The commissioners for Pershing County reserve the right to modify or to change policies or rental rates. User shall abide by all terms of the Rules and Regulations relating to facility now in effect or that may be adopted hereafter. User acknowledges receiving a copy of the Pershing County Community Center Rules, Regulations and Rental Contract.
22. \_\_\_\_\_ **Local, State and Federal Government Use.** Local, state and federal government uses such as meetings, conferences, training sessions and health fairs, blood drives and other similar events may be permitted without rental fees, however, insurance coverage needs to be provided.
23. \_\_\_\_\_ **Assignment.** Neither this contract, nor any use of the Community Center or its property contained within this contract, can be assigned, transferred, sublet, or used by others without the express permission of the PCCC Board.
24. \_\_\_\_\_ **Failure to Comply.** Failure to comply with the terms of this agreement will result in forfeiture of your deposit.
25. \_\_\_\_\_ **Disputes.** Disputes between the User and the Community Center will be resolved through the Pershing County Commissioners. User should contact the Pershing County Commissioners to have their complaint put on the next available agenda.
26. **Scope.** Together with the Hold Harmless Agreement, Insurance Addendum, Fee Schedule, Room Setup Agreement and Key Checkout form, this contract serves as a full and complete understanding between the User and the County. All terms in this contract have their ordinary meaning unless otherwise specified. This contract shall be governed by the laws of the State of Nevada.

I have read, understand and agree to the terms of this rental contract.

\_\_\_\_\_  
Signature of User

\_\_\_\_\_  
Date

I have provided a copy of this rental contract to the User.

\_\_\_\_\_  
PCCC Coordinator

\_\_\_\_\_  
Date