



DEPOT RENTAL AGREEMENT

The historic and renovated Hildebran Train Depot is available to rent and is ideal for small parties, showers, family events and weddings/receptions. The Depot is located at the Hildebran Community Park at 114 Main Ave East, Hildebran.

The Depot comes equipped with air conditioning and heat, 6 rectangular tables and 49 chairs. A deck is available for additional entertaining and the Depot has access to restrooms and the playground. The Depot is 14 feet wide and 60 feet long. Maximum capacity is 49 people.

RENTAL CHARGES **The deposit and rental fees both must be paid in CASH on the day of booking in order to reserve the Depot.**

Deposit: \$100

The deposit will be refunded, by check via mail, after the key is returned and an inspection of the Depot by Town staff is found to be in the same condition as when it was originally rented.

Hourly Rental Fees: \$25.00/hour with a 3-hour minimum

\$19.00/hour with a 3-hour minimum Active Military or Veteran (Proof required).

\$13.00/hour with a 3-hour minimum Non-Profit

Rentals cannot exceed six (6) hours and must end by 8:00 p.m. during summer months and 5:00 p.m. during winter months. Rentals lasting past their designated time slots will result in forfeiture of partial or all of deposit.

Liability Insurance: Renters may purchase General Liability Insurance for private events at the depot. The cost for a 1-day event starts at \$100.00 or no charge for home owner's insurance.

BOOKING

The Town of Hildebran will book your reservation once all rental charges (deposit and all fees) are paid (in CASH), the Depot Rental Policy is completed in its entirety, and the Depot Rules & Regulations form is signed and dated. All renters must provide a copy of a valid driver's license or other photo ID. In order to receive a military or veteran discount, the person in the military (or the veteran) must provide written proof of military status/service and sign the rental documents.

CANCELLATION POLICY

Cancellations must be made at least forty-eight (48) hours before your reserved start time in order to receive a full refund of all rental charges (deposit and all fees). Cancellations made less than forty-eight (48) hours before your reserved start time shall result in a charge of \$75.00, **NO EXCEPTIONS**; said \$75.00 charge shall be taken out of your \$100 security deposit, if necessary. In case of a death in the family that occurred before your rental and required a cancellation thereof, a full refund of all rental charges (deposit and all fees) will be issued if proof can be shown of said death. In addition, a full refund of all rental charges (deposit and all fees) shall be issued if a natural disaster or snowfall prohibits the use of the facility.

Depot renters will be responsible for any damage or loss sustained as a result of the renter's occupancy of the Depot, and the \$100 security deposit shall be retained by the Town until all of said damages are paid for by the renter.

DEPOT RENTAL POLICY

RENTER INFORMATION

Name/Organization: _____

Address to Mail Deposit Refund: _____

City: _____ State: _____ Zip: _____

Phone: _____ Alternate: _____

Email: _____ Employer: _____

EVENT INFORMATION

Event/Purpose: _____ Estimated Attendees: _____

Rental Date Requested: _____

SUMMER HOURS (Apr-Sept)

- Time Block: 8:00 am – 11:00 am
 11:00 am – 2:00 pm
 2:00 pm – 5:00 pm
 5:00 pm – 8:00 pm

WINTER HOURS (Jan-Mar & Oct-Dec)

- 8:00 am – 11:00 am
 11:00 am – 2:00 pm
 2:00 pm – 5:00 pm

*Additional hours may be added as needed. Rentals cannot exceed 6 hours and must end by 8:00 pm during the summer months and 5:00 pm during the winter months.

* Renters may purchase General Liability Insurance for **private events** at the depot (no fees charged, not open to the public). If Renter chooses not to purchase insurance, Renter acknowledges by their signature below that they will be personally responsible for any and all loss or damages arising out of their rental and use of the depot and will hold the Town, its agents, elected officials, and staff harmless from any damages, including legal fees.

- I will provide General Liability Insurance to the Town of Hildebran for my rental
 I decline to provide General Liability Insurance to the Town of Hildebran for my rental and agree to the aforementioned statement. Signature: _____ Date: _____

Office Use Only

RENTAL CHARGES:

Security Deposit: \$ _____

Rental Fee: \$ _____

TOTAL: \$ _____

Date Paid: _____

LIABILITY INSURANCE:

Town received COI? Yes Declined

KEY:

I acknowledge that I received the key to the Depot and will only use the key for my designated booking time. I will return the key the next business day.

Signature: _____

Key #: _____

Date key returned: _____

Deposit Refundable? Yes No

DEPOT RULES & REGULATIONS

Please familiarize yourself with the Depot Rules & Regulations

- Adult supervision of all individuals during event/activity is required.
- The person responsible for the facility, as stated on the application, assumes full responsibility for all damages to the facility or to any Depot items during his/her contract and will be responsible for all repairs related to damage during the rental.
- No smoking, tobacco products or controlled substances, of any type, is allowed to be used or sold in or around the Depot or park property.
- No alcohol shall be allowed in or around the Depot or on park property.
- No weapons (guns, knives, etc.) of any kind are allowed in or around the Depot or park property.
- No decorations or signage is to be permanently attached to walls, ceiling or floors. The use of glitter and confetti is prohibited.
- Only animals used in facilitating the needs of persons with disabilities are allowed inside the Depot.
- The Depot cannot be rented for any event "for profit" or selling any wares or soliciting any products for private or public sale.
- No person shall use loudspeakers, public address systems or amplifiers in the Depot without written permission in advance from the Town.
- Bouncy houses, tents, water toys or any other objects are prohibited in or around the Depot or park grounds.
- Fireworks, sparklers, candles or other flammable items are prohibited in or around the Depot and park grounds.
- Grills or other flammable cooking devises are prohibited in or around the Depot and park grounds.
- Tables and chairs are furnished as part of the rental agreement. Set up and tear down is the responsibility of the renter.
- Renters are responsible for cleaning the tables and chairs, cleaning up any spills or debris, and putting all trash in trash cans. All trash in excess of the container provided is to be hauled off by the renter.
- When leaving the building, all doors must be closed, locked and lights turned off.
- Any person/group violating any of the above rules & regulations is subject to suspension from use of the facility and prosecution in the event of a law enforcement violation, as provided in the Town of Hildebran "Code of Ordinances." Failure to clean up or comply with the Depot Rules & Regulations may result in expulsion from the Depot/park and/or forfeiture of all fees and deposit.

I, the undersigned, agree to abide by all Rules & Regulations and hereby covenants and agrees that it will defend, indemnify, protect and save harmless the Landlord from the claims of all persons arising from or out of the use or occupancy of the demised premises by or under Tenant or Tenant's agents, employees, or invitees, save and except claims, arising from the negligence of Landlord or Landlord's agents, employees, invitees or Landlord's other Tenants. Tenant shall not be liable hereunder for any special, incidental or from the negligence of Landlord, Landlord's agents, employees, or invitees. Dependent upon the type of event, separate insurance coverage by the Tenant may be required. Failure to abide by any part of this Rental Agreement could result in Renter losing the privilege to rent in the future. I hereby acknowledge that I have received a copy of both the Rental Policy and the Rules & Regulations in this agreement. All keys shall be returned to Town Hall the next business day.

I, the undersigned, hereby agree to indemnify, protect and save harmless the Town of Hildebran from all claims, liability or lawsuits, including reimbursement of attorney fees in defending such claims and damage to real or personal property which arises out of, or results from the acts or omissions of the undersigned or resulting from the activities carried on by the undersigned and its employees, agents and representatives.

I have read and agree to abide by all Rules & Regulations.

Print Name: _____

Signature: _____ Date: _____