

Rules, Regulations and Rental Contract

Pershing County Community Center
820 6th 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: _____
Kitchen: Yes / No	Rent: _____
Alcohol: Yes / No CATERED: Yes / No	Fee: _____
County Insurance: Yes / No	Fee: _____
Security Deposit:	Fee: _____
Alcohol Deposit:	Fee: _____
TOTAL 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 Commissioners.
 - a. _____ Request for waiver of rental fees must be presented to the Commissioners, 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 Commissioners 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. User is liable for any violations of state and local laws regarding alcohol.**
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 midnight curfew for all events, which means cleanup must be completed by this time. Clean up time only, may be extended by the PCC Coordinator with prior authorization.
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 Coordinator.
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

**Pershing County Community Center
Hold Harmless Agreement**

The undersigned wishes to use Pershing County Community Center on the _____ day of _____ 20____ from _____ to _____ for the purpose of _____.

The provisions of this agreement apply to myself, my entity, group or organization and our guests. I agree to abide by all applicable rules and regulations relating to the property. Failure to do so may result in the revocation of permission to use the facilities and an order to vacate the premises.

I agree to reimburse Pershing County for any damages done to its property by myself or any other person associated with myself or my group. I also agree to release and hold Pershing County and its officers, agents, servants and employees harmless from any claim by any person resulting from my use of the facilities including, without limitation, any claims for damages resulting from death or injury to any person or damage to any property arising out of my activities at the facilities except those directly and proximately resulting from the intentional or negligent acts of Pershing County employees acting within the scope of their official duties.

I agree to give Pershing County prompt and timely notice of any claims made or suit instituted which may directly or indirectly affect Pershing County or its officers, agents, servants and employees.

I agree to reimburse Pershing County for any expenses incurred in responding to or defending any claims or suits, including the reasonable value of any services rendered or time spent by County officers or employees in responding to or defending such claims or suits.

I also agree to obtain and maintain a policy of General Liability Insurance (occurrence form) in the amount of One Million (\$1,000,000.00) Dollars or as may be required by the Pershing County Board of Commissioners. The Policy shall be endorsed to include Pershing County as an insured with respect to liability arising out of my activities pursuant to this Agreement. Proof of coverage shall be provided in the form of a Certificate of Insurance, or any other documentation required by the Board of Pershing County Commissioners, and shall provide thirty (30) days notice of cancellation to Pershing County. Pershing County's acceptance of such insurance certificates shall not relieve me of liability nor shall the amount of insurance limit my responsibility.

If I fail to secure such insurance, Pershing County may, at its option, secure such insurance and I will be responsible to reimburse Pershing County for the expenses incurred.

I certify that I have the authority to enter into this agreement on behalf of the entity or organization described below and I am executing this agreement on its behalf.

Authorized Signature

Name of Organization/Event

Print Name

Date

**Pershing County Community Center
Insurance Addendum**

Bodily Injury and Property Damage Agreement

The undersigned, known as User, wishes to use certain facilities and/or equipment at the Pershing County Community Center as indicated on the contract for _____ (name of event), to be held _____ (date) and signed on _____.

User agrees to accept primary responsibility for bodily injury and/or property damage caused by an occurrence emanating from the use of facility and/or equipment as per the above stated contract. The User's responsibility includes any act, default or negligence of User, User's agents, employees, patrons or guests, or any person admitted to said premises by User or with the consent of any person acting for and by the consent of the User.

However, the User recognizes that any deductible or exclusion under the insurance certificate does not preclude the User from the responsibility for any bodily injury or property damage resulting from the use of the premises.

User, as part of the contract for facility use, has agreed to a Security Deposit. However, the User recognizes that the Security Deposit is a deposit only and not to be deemed as final payment for damages not covered under the insurance certificate.

User shall pay to Pershing County Community Center, upon demand, such sums as shall be necessary to restore said premises to its condition prior to any such damage. The existence of the insurance certificate or security deposit required under the contract does not relieve the User from final liability.

DATED this _____ day of _____ 20_____

User Signature

User Printed Name

Insurance Information

Pershing County Community Center
820 6th 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: _____
Room(s): _____
Kitchen: Yes / No
Alcohol: Yes / No
Number of Guests: _____

One Million (\$1,000,000) Dollar Coverage (minimum) Required

Venue Information:

Pershing County Community Center
820 6th Street
P.O. Box 986
Lovelock, NV 89419
775-273-7144
775-273-0525 Fax

Certificate should be emailed to the community center/venue: pccommunityctr@gmail.com

Please initial the following:

_____ If you are hosting an event that will be serving alcohol, you must purchase your own insurance coverage.

_____ This website, <http://www.kandkinsurance.com/Pages/Home.aspx>, is an option that you can use. Or perhaps All State Insurance, (775) 423-4300, or Farmers Insurance, 775-423-3191.

_____ Other insurance agencies can be used, but the policy must have a minimum coverage of One Million Dollars (\$1,000,000), have no liquor exclusion, and name the Pershing County Community Center as the venue/additional insured. The Community Center is not endorsing any insurance carrier over another, these are just a few options. You are welcome to use any carrier as long as minimum coverages are met.

_____ Proof of insurance coverage MUST be submitted to the Director of the Pershing County Community Center, a minimum of seven (7) days prior to your event.

_____ Keys to the building will NOT be provided to you if insurance information has not been received.

_____ The event will be cancelled and deposit fees forfeited if insurance information has not been received seven (7) days prior to your event.

_____ If you need help purchasing the insurance, the community center director will get an online quote and pay for the transaction with your credit card, check, or cash. The community center director will not shop around for the "best deal"; the community center director will use the easiest method or online site available.

I have read the information and will provide proof of insurance to the Pershing County Community Center.

Signature

Date

Pershing County Community Center (PCCC) Kitchen Inventory

It is your responsibility to check this list and note any missing and/or damaged items before you utilize the kitchen. Please report these items to the PCCC Coordinator **before** the event.

Any items missing or damaged upon the conclusion of this event will delay all or part of your deposit refund.

Name: _____ Date of Event: _____ Date of Walk Thru: _____

Items	Count	Walk Thru Count	End of Event Count
Trays	18 match		
Skillets	3 Lg; 2 Sm		
Stainless Steel Colander	1		
Large Stock Pots & Small Stock Pots	1 Lg; 2 Sm (1 sm w/o lid)		
Kitchen Cutting Knives – Variety			
Steak Knives	140		
Table Knives	349 (+15 odd)		
Forks (+48 new in office)	361 (+12 odd match, 5 odd)		
Teaspoons (+132 new in office)	307 (+83 odd match, 6 odd)		
Tablespoons	6		
Spatulas	4		
Tongs	2		
Turkey Baster	1		
Hand Can Opener	1		
Measuring Spoon Sets	2		
Coffee Pot Brush	1		
Roast Thermometers	2		
Sundae Cups	196		
Small China Bowls	112		
Acrylic Sundae Cups	23		
Plastic Tumblers (+17 in box in cupboard under coffee)	233		
Coffee Cups (+36 new in box in cupboard below cups)	317		
Saucers (including those in cupboard & dish cart)	366		
Salad Plates	325		
Dinner Plates	341		
Salt Shakers (16 old ones under coffee machine)	32		
Pepper Shakers (16 old ones under coffee machine)	34		
Thermal Coffee Servers	30		
Water Pitchers	32		
Glass Coffee Pots (4 reg, 1 decaf) (+ 3 new of ea in box below coffee machine)	5		
Coffee Urns (101 cups & 40 cups)	1 each		
Bunn 4 Burner Coffee Maker	1		
Cutting Boards	2		
Steam Table Complete With Pans, Lids, Cord	1		

Sheet Pans	6		
Roasting Pans (4 oblong)	4		
Roasting Pans (square)	1		
Microwave Ovens (1 in kitchen)	1		
Flatware Holders (6 cups each)	4		
Dishwasher trays (dishes/glasses & bowls)	3 ea		
Dishwasher tray (flatware)	1		
Stainless Steel Bowl Sets of 7	2 (2 sizes missing out of ea set)		
Sauce Pan Set (3 sizes) (+1 small misc pot)	1		
Pumice Stone Holder & Stone	1 (+1 extra stone)		
Baking Pans (oblong, variety of sizes)	4		
Small Cookie Sheet	1		
Gray Push Carts	2		
Gray Tubs	6		
Salad Bar with Sneeze Guard	1		
Portable Bar	1		
Refreshment Bar	1		

Signature of Event Representative

Date

Signature of PCCC Coordinator

Date

Cloth towels will no longer be provided by the Community Center. Please bring your own towels during your use of the kitchen and when cleaning the kitchen following your event.

Room Setup Agreement

Coeur Rochester

(Event Name)

Event Dates: June 17, 2021

Event Time: _ 6 a.m. to 1 p.m.

Number of People

Tables/Chairs Needed

Number of 6' Round Tables (20 available): _____

Number of 8' Long Tables (35 available): _____

Number of Card Tables (8 available): _____

Number of Chairs (366 available): _____

Folding Chairs (43 available): _____

Rooms Requested

_____ Seven Troughs Room (dance floor)

_____ Rochester Room

_____ Foyer/Lobby

_____ Kitchen

Equipment (**highlight** or underline those needed)

Screen/Projector

Laptop computer

Extension Cord

Flags

Sound System

Microphone

Portable Bar

Power Strip

Stage

HMDI Cable (50')

Salad Bar

Piano

Podium

Remote Controls Projector

Propane BBQ

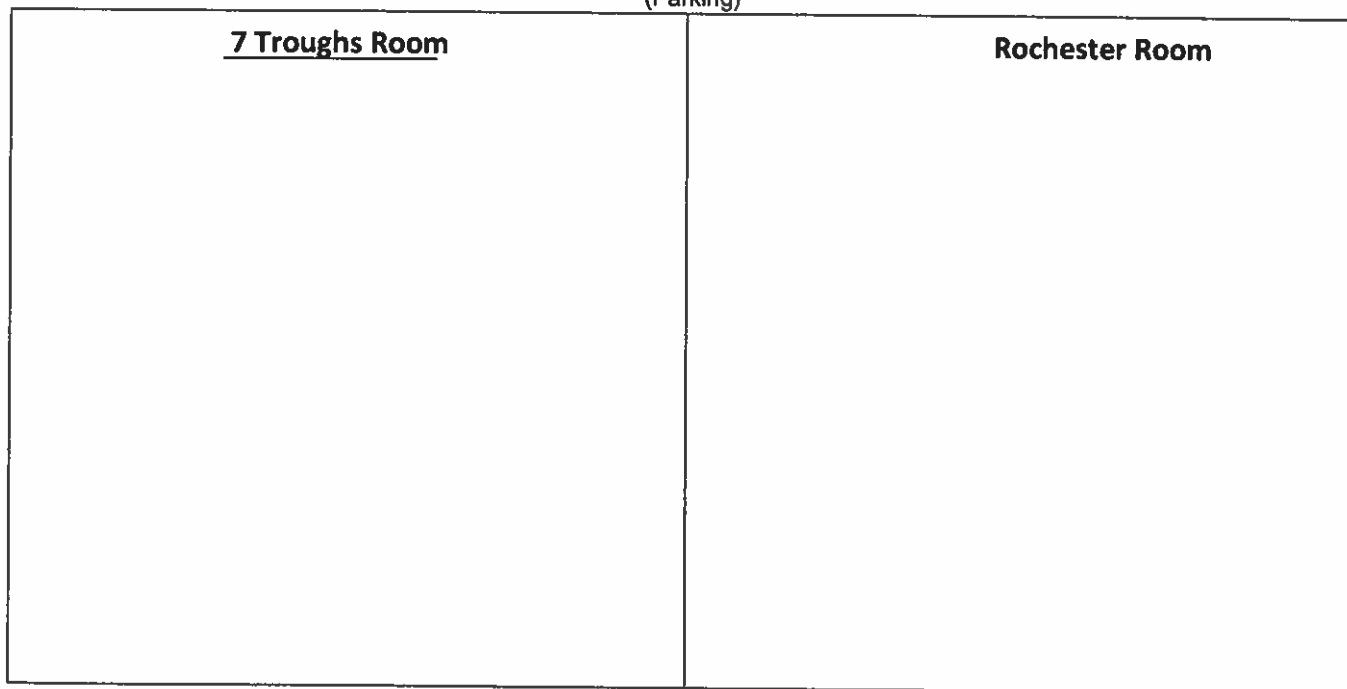
WIFI/Internet

By signing this document, you assume full responsibility for items used which includes, but is not limited to, replacement costs.

Indicate any other special instructions:

Please draw table placements: see picture.

(Parking)



(This diagram is not applicable for the Tungsten, Rosebud or Star rooms)

User's Initials

Date

PCCC Director Initials

Date