BUILDING LEASE AGREEMENT

This agreement is entered into between, the City of East Peru (the "Lessor") and ____
_____ (the "Leasee") for the
Print Name of Individual or Group
rental of the building, facilities, and/or surrounding grounds located at 120 Brown Street, Peru, IA 50222 (the "Property").

Whereas the Leasee wishes to rent the **Community Building** for the purpose of holding

_____ _____
Describe Event

on _____ from _____ to _____.
Date *set-up time* *breakdown time*

TERMS
The Lessor and the Leasee agree to said rental based on the following terms and conditions:

1. Smoking is strictly prohibited in the buildings at any time.
2. The Leasee is responsible for all damage to the Property that occurs during the course of the Event.
3. The Leasee is responsible for ensuring that the building is properly secured after the function/event is completed per the attached Building Closing Procedure Sheet.
4. The Leasee agrees to clean the space when the function is completed. This includes emptying all trash cans in the building and placing the trash in the appropriate trash receptacles near the parking lot.

FEE
The rental fee for the above described function shall be **Eighty Dollars ($80)** is due upon execution of this agreement to reserve the building. BUILDING WILL NOT BE RESERVED UNTIL PAYMENT HAS BEEN RECEIVED

REFUNDABLE DEPOSIT
In addition to the fee stated above, a **Thirty-five Dollar ($35)** damage deposit will be due upon arrival for the event. This deposit will be returned based on the satisfactory completion of the following and ready to leave premises:

1. A walkthrough of the space will be conducted prior to the event and after the event to ensure that no damage to the space was caused by the Leasee's event. Any damage to the space will result in the forfeiture of the Refundable Deposit based on value.
2. The Property is cleaned when the function is over (this includes removing all trash to the outdoor bins) and the building is returned to its original condition.
3. Failure to clean the Property and return it to its original condition will result in the forfeiture of Thirty-five dollars ($35) of the Refundable Deposit.
4. All keys are returned to the Lessor to be left in the building after the date of use. Failure to return the key(s) will result in a forfeiture of Twenty-Five dollars ($25) of the Refundable Deposit.

INDEMNIFICATION
The Leasee agrees to indemnify and hold harmless the City of East Peru, and its council members for all liability, claims, and damages, including the cost of defense and investigation incident thereto, that may arise in connection with the aforesaid use of the Property.

ENTIRE AGREEMENT
This Agreement constitutes the entire agreements between the parties hereto and supersedes all prior understandings and writings, and may be amended or modified only by a writing signed by the parties. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be void, invalid, unenforceable, or illegal for any reason, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

GOVERNING LAW
This Agreement shall be governed by, and construed in accordance with, the laws of the Madison County, Iowa.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed. The parties may choose to execute this agreement with duplicate originals.

THE CITY OF EAST PERU

___Community Building_____ Date: _____

Print Name: ____City Clerk Po Box 230 Truro IA 50257_____

LEASEE
_____ Date: _____

Print Name: _____

Address: _____

Daytime Phone: _____ Evening Phone: _____

e-mail: _____

For Office Use Only:
Total Fee: $_80 __ Deposit: $_35___ Was key given to LEASEE?: Yes No
Key #: _____

THE CITY OF EAST PERU Building Use Rules

Community Building General Rules

Kitchen

Empty oven, refrigerator and freezer and replace shelves if you have removed them.
Clean stove, refrigerator and freezer (inside and out)
Clean all counters
Clean sink
Clean up all spills on kitchen floor (Sweep & hand mop kitchen floor)
Make sure you left nothing in the drawers, on shelves or on countertops
Make sure all burners and oven are turned off
Empty Trash –take trash to dumpster on the north side of building and rinse out trash cans (please do not stack trash cans together so that they can dry)

Bathrooms

Clean Bathrooms
Empty Trash – Empty all trash and disposal canisters and take to dumpster on the north side of building.

Banquet Room

Nothing to be fastened or hung on the walls
Put all extra tables and chairs away on carts
Empty Trash and take to dumpster on the north side of building
Close all windows and doors
Sweep & Mop Floor

Lock doors, turn out lights and leave keys on kitchen counter
Failure to obey these rules will forfeit your deposit

In case of problems with or serious damage to the building, please contact: **Erin Rogers 515-705-8344**

I, _____, the LEASEE have read, received, and agree to abide by the above rules.
Print Name

_____ _____
Leasee Signature Date

BUILDING WILL BE RESERVED FOR 7 DAYS UNLESS WE RECIVE THE SIGNED CONTRACT WITH THE LEASE MONEY. ABOSULETLY NO REFUNDS IF CANCELLED WITHIN 6O DAYS OF THE LEASE DATE. THE DAMAGE DEPOSIT MONEY WILL BE DUE THE DAY OF LEASE AGREEMENT.