



clean the facility or room after rental by Lessee, a charge for cleaning the facility of \$25.00 per hour spent cleaning shall be deducted from the damage deposit. Any additional costs incurred by Lessor to repair damage to the facility or room, or to the contents of the facility or room, caused by the Lessee use thereof shall be deducted from damage deposit or billed to them if damages exceed \$250.00.

**4. Rental and Damage Deposit Payments:** The rental fee and damage deposit shall be due and payable to the Village of Cortland at the time of the execution of this Rental Agreement.

Based on the premises rented (as identified in Section 1), **the rental fee shall be:**           \$\_\_\_\_\_

**5. Consumption of Alcoholic Beverages:** It is unlawful for any person to consume alcoholic beverages within the corporate limits upon the public ways and property including inside vehicles while upon the public ways and property, except alcoholic beverages may be consumed in the Cortland Community Center if said beverages are served by a holder of a special designated license issued under Nebraska Revised Statutes Section 53-124.11. any vendor of alcoholic beverages must execute the attached Agreement of Caterer prior to any event where alcohol will be served.

**Note: Applications for special designated licenses are considered at the monthly meetings (second Wednesday) of the Village of Cortland Board of Trustees . Please plan accordingly to ensure that the appropriate license can be approved and issued prior to any event where alcohol will be served.**

**6. Unlawful Activities:** Lessee agrees that the facility shall not be used for any unlawful purpose whatsoever.

**7. Right of Entry:** Lessee agrees that Lessor, or its agents or employees, shall have the right to enter into the facility at any time to view the same or for any necessary purpose.

**8. Indemnification:** Lessee agrees to indemnify and hold Lessor, its elected officials, officers, agents and employees, harmless from any and all liability, damages or costs, including attorney fees, arising out of any injury to any person and damage to any property sustained upon the premises during the time Lessee was in Possession of the facility; provided that no such indemnification shall be required with respect to any injury or damage arising out of the affirmative negligence or omission of Lessor.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS RENTAL AGREEMENT TO BE SIGNED THE DAY AND YEAR FIRST WRITTEN ABOVE.

LESSEE NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

LESSEE ADDRESS: \_\_\_\_\_ EMAIL: \_\_\_\_\_

LESSEE SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

VILLAGE OF CORTLAND, LESSOR SIGNATURE/DATE \_\_\_\_\_

THE KEY IS LOCATED IN A LOCK BOX ON THE POLE ON THE NORTHEAST SIDE OF THE COMMUNITY CENTER. PLEASE VERIFY THE CODE WITH THE VILLAGE CLERK BEFORE YOUR EVENT, AS THE CODE IS SUBJECT TO CHANGE. PLEASE RETURN THE KEY IMMEDIATELY AFTER USE.

TO GET THE DEPOSIT REFUND THE CENTER MUST BE CLEANED AFTER USE AND GARBAGE EMPTIED INTO THE TOTES OUTSIDE. KEYS FOR KITCHEN OR STORM SHELTER ARE ON THE WEST WALL IN A BAG (YOU WILL SEE THEM WHEN TURNING ON GYM LIGHTS)

**AGREEMENT OF CATERER**

This Agreement is executed by and between \_\_\_\_\_ (“CATERER”) and the Village of Cortland, Gage County, Nebraska (“VILLAGE”) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**EVENT:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

The undersigned acknowledges that it will be the CATEROR of alcoholic beverages in the COMMUNITY CENTER and expressly agrees to the following:

- 1. CATERER shall follow all laws and rules regarding the providing of alcoholic beverages in the COMMUNITY CENTER. This includes the acquisition of a valid special designed license through the Nebraska Liquor Commission. MINORS WILL NOT BE SERVED ALCOHOLIC BEVERAGES.
- 2. CATERER has a general liability insurance policy in effect in an amount not less than \$1,000,000, naming the Village of Cortland as an additional insured. CATERER shall provide VILLAGE proof of said insurance before catering alcohol in the COMMUNITY CENTER.
- 3. All responsibility for damages or problems, legal or otherwise, which might result from providing alcoholic beverages in the COMMUNITY CENTER, or surrounding property, shall be assumed by CATERER and CATERER agrees to hold the VILLAGE harmless from any liability and indemnify the VILLAGE for any costs incurred arising from, as a result of or in relation to CATERER’s services at the COMMUNITY CENTER.
- 4. It is agreed that the terms of this agreement are contractual and not mere recitals and are binding upon the parties hereto, their successors, heirs, personal representatives, and assigns.
- 5. If any provision or paragraph of this agreement is unenforceable, the remaining provisions or paragraphs shall nevertheless be carried into effect.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Village Clerk, Village of Cortland

DATE: \_\_\_\_\_

BY \_\_\_\_\_  
Authorized Party on behalf of CATERER