

## Buker Community Center Rental Agreement

1. The City of Augusta Recreation Bureau (Buker Community Center) will permit your organization, upon the faithful performance of the terms of this agreement, to peaceably and quietly have and enjoy the use of said premises for the purpose and for the term aforesaid.
2. The application will provide heat required by season, light for ordinary use only and restroom facilities.
3. The applicant will pay to the City of Augusta the stated rental price determined in this document and all costs for additional services, accommodations, materials or personnel furnished specifically for the function.
4. The applicant will keep the premises clean and generally cared for during the term and surrender the premises to Buker Community Center at the end of the term in the same condition premises was received. **NO NAILS, TACKS, SCREWS, TAPE ON THE GYM FLOOR, OR ANY ALTERATION OF ANY KIND IS PERMITTED.**
5. The City of Augusta/Buker Community Center shall not be responsible for any damage or injury that may be sustained by the applicant, or applicant's agents, servants, employees or property from any cause, whatever, prior, during or subsequent to the period covered by this document; and the applicant hereby expressly releases the City and Buker Community Center from, any and all claims for such loss, damage or injury except any claims arising out of the sole negligence or willful misconduct of the Buker Community Center. The applicant is further responsible for damage to the premises by the act, default or negligence of the applicant's agents, employees, contractors, patrons, guest or any person applicant admitted to the premises. The applicant will pay to the City of Augusta/Buker Community Center upon demand such deemed reasonable sum as shall be necessary to restore said premises to their present conditions.
6. The undersigned party renting the facility under this agreement does hereby agree to indemnify the City of Augusta from all claims resulting from the renting of said facility, which indemnification would include, but not limited to, payments of attorney's fees, and the undersigned further agrees to hold the City of Augusta with proof of liability insurance naming the City of Augusta as names insured, which insurance should be in an amount of at least **\$300,000**.
7. The applicant agrees to remove all possessions at the termination of the lease agreement date or forfeit to the ownership.
8. The Buker Community Center reserves the right to eject any objectionable person or persons from the Buker Community Center, and upon the exercise of this authority through its Director, agents, or security, the Lessee hereby waives any right and all claim for damage against the City of Augusta/Buker Community Center.
9. All terms and conditions of this document shall be binding upon the parties and cannot be varied or waived by any representations or promises unless the same be in writing and mutually signed by the duly authorized agent or agents who executed this lease.
10. Extra services required after the signing of this application are subject to availability and may only be required by the signee of this application or their designee.

11. **In the event Lessee defaults on any conditions in this lease, Lessee agrees to pay Lessor's reasonable attorney's fee necessary to enforce compliance with the lease or recover any monies due to Lessor.**
12. **Any legal actions to enforce any of the terms of this lease may be brought to Superior Court. Maine law is applicable.**
13. **All deposits are non-refundable. In addition, should the lessee cancel with less than 10 calendar days notice, the lessee will be liable for the full amount of the fees and expenses incurred by the Buker Community Center.**

**ALL/ANY ROOM RENTALS MUST BE CANCELLED 10 DAYS OR MORE PRIOR TO THE EVENT TO AVOID ROOM RENTAL FEE(S). ONLY IN THE EVENT THE BUKER COMMUNITY CENTER WAS TO CLOSE DUE TO ADVERSE WEATHER IS THE RENTAL FEE NOT APPLICABLE.**

**I AGREE TO THE TERMS, COSTS, AND CONDITIONS AS STATED HEREIN.**