

Emery Auditorium Rental Form

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Emery Auditorium Rental/Use Contract

Thank you for your reserving the Emery Auditorium for your event. Please carefully review the following information and sign if you agree to all terms of the Emery Auditorium Rental/Use Contract (hereinafter referred to as “Contract”).

City of Emery, and the undersigned Renter, mutually covenant and agree as follows:

1. **Renter:** _____
(hereinafter referred to as “Renter”) shall have the use of the Emery Auditorium as follows:
2. **Mailing Address:** _____
3. **Home Phone:** _____ **Cell Phone:** _____
4. **Name of Event:** _____
5. **Number of People expected at the Event:** _____
6. **Date of Event:** _____ **Begin Time:** _____ **to End Time** _____
7. **Rental Option:** _____ **Extra Setup Days:** _____
8. **Cost:** _____ **Deposit:** _____
9. **Other:** _____

Option 1	Auditorium Rental (per hour w/ 4 hour max)	\$25.00	No deposit required
Option 2	Auditorium Rental (1 day)	\$350.00	\$150.00 deposit required
Option 3	Event Package 2 days (Friday – Sunday noon)	\$1,200.00	\$500.00 deposit required
Option 4	Event Package 3 days (Thurs – Sunday noon)	\$1,500.00	\$500.00 deposit required

1. **Damage.** Renter shall be financially responsible for any and all damage to equipment, facilities and grounds as a result of its use and shall reimburse the City of Emery *in full* for the expense of such damage. A **damage/additional cleaning deposit** will be charged in addition to the Rental/Use contract cost. This covers excessive drink spillage, and garbage left on the floor. Tables are not to be drug across the floor because it damages the waxed floors, but instead are to be lifted to move them. ***The deposit will be refunded after the event, provided all terms of this agreement have been met and the facility has been properly cleaned.*** This deposit does not limit the renter’s exposure

when it comes to damages. If damages (or cleaning) exceed this deposit, the city will seek additional monies from the renter. If the event is cancelled, at least a 7-day notice must be given or the deposit will be forfeited.

2. **Loss or Damage.** The parties agree that the City of Emery shall not assume any responsibility or liability for any damages to person or property as a result of this Contract, to include but not limited to the following:
 - (a) Loss or damage to any property placed on the premises by Renter.
 - (b) Loss or damage to any property or personal effects, including motor vehicles and the contents of the Renter, its members, employees, agents, participants, guests, or attendees.

3. **Alcohol.** Alcohol is permitted at the auditorium under specific conditions. The Renter is required to consult directly with the Emery Finance Officer to fully understand the process associated with such use. Depending on circumstances, a temporary liquor license may be required and the process can take up to 45 days. events must be pre-approved by the Emery City Council at least 60 days in advance. Council meets the second Monday of each month. In most cases, a special event alcoholic event license is needed before alcohol can be served. It shall be the Renter's responsibility (along with the alcohol vendor) to assure that no person under legal age consumes alcoholic beverages and to otherwise guarantee that all laws of the State of South Dakota and ordinance of the City of Emery relative to alcohol use are adhered to.

4. **Insurance.** The City of Emery may require Renter to provide proof of insurance. Renter's failure to provide proof of insurance shall not affect the terms of this Contract.

5. **Activities.** The City of Emery reserves the right to control all activities and to eject any person(s) disregarding the rules and regulations of the facility. In such case there will be no refund of fees.

6. **Facility.** Push pins, tacks, nails, screws, tape, adhesives, or fixtures of any kind may not be driven into the walls, woodwork, floors, or ceilings of the Emery Auditorium. Tape must be removed without residue.

7. **Equipment Use.** No tables, chairs, equipment, or other property may be removed from the Emery Auditorium.

8. **Safety.** No tables, chairs, or other obstructions will be permitted in passageways, aisles, or emergency exits such as would hinder entering or exiting the facility. **The north exit doors shall only be used in case of an emergency. It shall be up to the Renter to ensure such exits are not utilized for general ingress/egress, but instead are only utilized in the event of an emergency.**

9. **Responsibilities of Renter.** Rental Fees are set with the assumption that the renter will do the vast majority of the post event cleanup. Renter is responsible for the following:
 - (a) Setup and removal of all decorations (inside and outside auditorium).
 - (b) Sweep floors and dispose of dirt in garbage cans.
 - (c) Putting up and taking down the stage.
 - (d) Putting up and taking down the tables and chairs and putting away anything else Renter may have used. Cleaning frequently takes place late the same night or early

the next morning to accommodate the next event. Clean up must be completed by noon the day after your event, if not you will be charged for an extra rental day.

- (e) Making sure precautions to assure that equipment, decorations, or activities associated with their event do not damage the facility or damage the floors.
 - (f) Picking up trash from the floors and bleachers.
 - (g) Taking out the garbage. (If there is just a little in a basket combine them, including the bathroom baskets, into one bag and take out. Put garbage into green garbage cans. Put clean, new bags in the baskets.)
 - (h) Restrooms should be generally cleaned, trash picked up, floors swept and counters wiped down.
 - (i) Turning off all indoor lights, ceiling fans, and shutting all windows.
10. **Closing.** Evening activities must end by or before 1:00 a.m. Dances cannot continue any later than 1:00 a.m. Any extension of activities beyond 1:00 am must be approved by the City of Emery four weeks before the event. **Youth activities must always be supervised by an adult (18 years of age or older).**
11. **Laws.** The Renter shall abide by all local ordinances as well as state and federal laws.
12. **Smoking.** The Emery Auditorium is a non-smoking facility. The Renter will make efforts to assure that this prohibition is enforced at their event. The Renter's deposit will not be returned if it can be demonstrated that smoking occurred.
13. **Payments.** Payments of rental charges and deposits are due a full month prior to the event. Rental charges are refundable up to one month prior to the event. If rental is not confirmed by payment, the date will be released from the calendar for another booking. Please make checks payable to **City of Emery** and return with signed contract.
14. **Discount or waiver of rental fees(s).** If the Renter wishes to have rental fees waived or discounted, a written request must be presented to the Emery City Council at the regular Council meeting (held on the second Monday of each month) prior to the event.

HOLD HARMLESS AGREEMENT

The Renter of the Emery Auditorium, _____ shall indemnify and hold harmless the City of Emery and its agents, employees, and volunteers from and against any and all claims, damages, losses and expenses, including but not limited to Renter’s attorney’s fees, arising out of or resulting from any act, any accident, injury, or damage whatsoever occurring in or at the Emery Auditorium. The Renter hereby expressly indemnifies the City of Emery for any loss or damages assessed against the City of Emery, its agents, employees, and volunteers. Renter agrees to bear responsibility for any attorney’s fees incurred by the City of Emery as a result of this Contract.

I have read, understand, and agree to the terms of this Rental/Use Contract.

Date (Required)

Renter’s Signature

City of Emery

Date

By _____
City Finance Officer

Return a signed copy of this Contract along with payments.

Retain a copy for your records.

Approved: Emery City Council February 14, 2022
Updated: by Emery City Council September 11, 2023
Approved: Emery City Council October 9, 2023
Last Update: January 27, 2026