

## **EXHIBIT A**

### **AGREED UPON TERMS AND CONDITIONS** **FOR RENTAL OF PETERSBURG COMMUNITY CENTER**

By execution of the foregoing Renter's Agreement for rental of the Petersburg Community Center I hereby agree to the following additional terms and conditions:

- (1) Renter is prohibited from attaching any item of any kind to any wall or ceiling within the Community Center. Additionally no item is to be taped or attached to any flooring or to any cabinets located within the building.
- (2) Renter agrees to remove all items that Renter has brought into the building upon leaving the building. Renter hereby consents to Landlord's disposal of any items left behind by Renter after the end of the rental period.
- (3) Renter agrees to remove all trash in the trash cans and to place the same in the dumpster located in the parking lot of the Community Center upon departing the building.
- (4) Renter agrees not to sublet or rent the building to any person, firm, or corporation that is not listed on the foregoing Renter's agreement nor to allow any person, firm, or corporation to use the building during the term of the Renter's occupancy other than the invitees and/or guests of Renter.
- (5) Renter understands that all counter tops are to be wiped clean with soap and water and all used dishtowels or dishcloths are to be placed into the trash can located within the pantry closet in the kitchen.
- (6) Renter understands and agrees that Renter is responsible for any damage to the building or its contents that occurs during the time period that Renter has rented the Community Center, which time period is set forth earlier in this Agreement. Provided, however, normal and wear and tear is excluded.
- (7) Renter agrees to report any damage to any contents or to the building to the City of Petersburg personnel as soon as possible but in no event later than 24 hours of renting the Community Center.

- (8) Renter agrees to follow all proper operating procedures when using any appliance in the kitchen that are contained in the operating instructions for each appliance. All operating manuals for the appliances are contained in a 3 ring binder located in the kitchen. **Renter agrees to read and understand all operating and safety procedures listed in the appliance manuals before using any appliance.**
- (9) Renter agrees not to remove any item from the building including, but not limited to, any table, chair, trash receptacle, kitchen utensil, pots, pans, trays, knives, silverware, glassware, trash bags, toilet paper, paper towels, or any other unattached kitchen item or supply item other than trash bags containing any waste created during the Renter's occupancy of the building.
- (10) Renter agrees to wash and dry any and all kitchen utensils or to use the dishwasher to wash any items used during Renter's occupancy.
- (11) Renter agrees to immediately wipe up any liquid(s) of any kind that are spilled upon any floor in the Community Center as the flooring may sustain damage from liquids remaining on the floor.
- (12) [ Intentionally omitted]
- (13) Renter agrees that the security deposit posted by Renter will be offset by any extraordinary cleaning required due to Renter's occupancy and for any damage to the building or contents which occurs during Renter's occupancy. If the security deposit is inadequate to cover any additional cleaning or damage done during Renter's occupancy then Renter will be billed for any additional charges caused by Renter's occupancy. The amount billed to Renter shall be payable within 30 days of receipt of any invoice from the City of Petersburg and shall bear interest at the rate of ten percent (10%) per annum after said thirty (30) day period until paid.
- (14) Renter understands that the Community Center has security cameras and that all videos taken by the security cameras are recorded and retained by the City of Petersburg in order to document any damage or unauthorized use of the Community Center and that said recorded videos may be used against Renter in the event of any litigation or subsequent legal action taken against

Renter by the City of Petersburg or the proper legal authorities.

- (15) Renter understands and agrees that they are responsible for removing any refrigerated or frozen items they have brought to the Community Center.
- (16) Renter agrees to close and lock all windows and understands that a city employee will lock up the building after Renter's departure from the building. Renter agrees to notify City personnel if departing earlier than the ending time period set forth in the Rental Agreement.
- (17) Renter agrees to notify City Hall immediately upon entry into the Community Center in the event the building is not cleaned and is not in a satisfactory condition upon Renter's entry into the building.
- (18) If Renter is having a BYOB event then Renter agrees to the terms and conditions for BYOB events as set forth in Resolution 03102015 which is attached hereto as **Exhibit B** and incorporated herein by this reference.
- (19) Renter agrees not to attach any signs or other items to any exterior door or siding or windows of the Community Center relating to the Renter's occupancy of the building.
- (20) Renter agrees not to enter into the utility room or storage room which are located on either side of the main stage area and to ensure that any of Renter's guests or invitees do not enter these areas. (Under normal circumstances these rooms will be locked).
- (21) In the event of a power outage Renter agrees to vacate the building, including all attendees/guests/invitees, and to notify the City personnel as soon as possible.
- (22) Upon departing the Community Center the Renter agrees to set the thermostat to 55 degrees/heat during colder months and to 80 degrees/cool during warmer months.
- (23) Upon departing the Community Center the Renter agrees to turn off all interior lights.

- (24) Renter agrees to wipe off all tables and chairs used by Renter during the occupancy of the building if needed.
- (25) Renter is responsible for assuring that there are adequate tables and chairs for Renter's event/function and the City of Petersburg will not be responsible for securing any additional tables, chairs, or equipment needed for Renter's event. The use of the tables and chairs located within the Community Center are available for use by the Renter at no additional charge. Provided, however, the tables and chairs are not to be used outside of the building.
- (26) Renter understands and agrees to abide by the **NO SMOKING** policy for the inside of the Community Center.
- (27) Renter understands that neither the glass cook top located on the west wall of the kitchen nor the freestanding stove on the east wall of the kitchen may be used without turning on the exhaust fan on the microwave for the cook top on the west wall or before turning on the overhead vent fan above the freestanding stove on the east wall of the kitchen.
- (28) Renter understands that **no hot pan, skillet, or hot pot may be placed directly on top of the granite counter tops in the kitchen** as such placement may cause popping of the quartz crystals in the counter top. Therefore, Renter agrees to use the hot plates provided or to place some other hot plate protection under any hot item placed on the counter tops. Hot pots, pans, skillets etc. may be placed on the stainless steel table at the south end of the center island.
- (29) Renter has had an opportunity to make an inspection of the Community Center prior to renting and Renter agrees that the City of Petersburg, its officers, elected officials, and employees have not made any representation, guarantee, or warranty that the Community Center will meet the needs of Renter for the function or event that will occur during Renter's occupancy of the Community Center. Renter is solely responsible for insuring that the Community Center fits the needs and uses of the Renter.
- (30) During Renter's occupancy Renter agrees not to leave any exterior doors or windows open in such a manner that will allow for a large number of flies or

mosquitoes to enter the building.

By executing this **Exhibit A** Renter agrees to abide by the foregoing Terms and Conditions for Rental of the Community Center and agrees to make sure that all of Renter's invited guests, invitees, or others that Renter has allowed into the Community Center will also abide by the foregoing terms and conditions, including those terms and conditions contained in the attached **Exhibit B** which contains terms and conditions for BYOB events held at the Community Center.

RENTER:

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(Signature)