



City Rental Facility Terms, Conditions, and Agreement

DBrown Library

- Deposit: \$50.00
- Rent (8 hours): \$125.00
- Funeral Dinner (4 hours): \$65.00

Caywood Center

- Deposit: \$250.00
- Rent (8 hours): \$250.00

Event Center (cafeteria)

- Deposit: \$150.00
- Rent (8 hours): \$250.00
- Funeral Dinner (4 hours): \$125.00
- Rental includes room, warming table, sink, table and chairs.
- Do not use the stove, oven, juicer, dishwasher or mixer.

Gym City Hall

- Deposit: \$250
- Rent: (8 hours) \$250

All Facilities

- Use of City rental facilities is subject to approval.
- Hours of operation: 7 days a week; 9:00 am to 10:00 pm; all facilities must be clean and closed by 12:00 am midnight.
- Rental of city facilities must be arranged with City Hall. Use of rental properties is scheduled on a first come first served basis. The deposit fee must be paid to secure a reservation.
- Set-up must be done during the rental time period. If you require an extra day for set-up, you must pay the rental fee for that day.
- Rental fees must be paid in full by the event date. If the event is on Saturday or Sunday, payment must be made by the Friday before the event date.
- At 9:00 am on your rental date the facility will be unlocked, and a key will be provided to you for locking up the facility.
- The key must be returned to City Hall or dropped in the overnight box with the completed cleaning checkoff form. Failure to return key and cleaning checkoff form in a timely manner will result in the loss of the rental deposit.
- Cancellation must occur seven (7) days in advance of the reserved date in order for the deposit to be refunded.



- Deposits are refunded thirty (30) days after the date of the event or cancellation by check and mailed to the address on the application.
- All City rental properties are smoke and vape free, alcohol free and drug free facilities. Alcohol may be allowed at the Caywood Center.
- Alcohol possession and consumption is prohibited in all City-owned areas and structures except for the Caywood Center. Alcohol will not be permitted at the Caywood Center unless the event holder signs and returns the required documentation, forms, and required releases. For your safety and security reasons, the Police Department must be notified of your event where alcohol will be consumed. Abuse of alcohol will be cause for removal of the applicant and all related personnel at the Caywood Center and will result in your deposit being forfeited.
- Two or more adults must be present during the event and are responsible for any and all damage to the facility. If any damage is unaccounted for the applicant will be notified in writing and adjustments will be made.
- Do not move furniture or appliances. No furniture may be brought in without advance City approval.
- Do not drive or park on grass or over sidewalks. Do not place barbeque pits on grass or sidewalks.
- The American Flag must be honored at all times.
- Decorations must not be attached to walls, windows, blinds, furniture, or floors. Do not puncture holes in the walls, furniture or floors with nails, tacks, or staples. Only blue or green painter's tape may be used to hang decorations. All decorations must be removed and disposed of. Trash left on the ground outside will result in forfeiture of deposit.
- Chair dollies are not to be used as toys and need to be stored away when not in use.
- Sitting on furniture, specifically tables, is prohibited.
- A checklist for cleaning of the rental facility is attached and shall be completed, signed, and returned to City Hall. The same checklist will be used for confirming the building was cleaned.
- Special attention must be given to closing (securing) the facility. Turn off lights, turn off thermostat, and turn off water faucets. Your deposit will be forfeited if you do not secure the facility properly.
- If the Police are called because of any incidents of disorderly conduct for any reason, your deposit will be forfeited and retained by the City.
- The City Rental Facilities belong to the City of Rosebud. Their care should be a matter of public pride and concern. Help to maintain it by observing the policies and regulations set forth.
- The City's facilities are provided "As-Is, Where-is". The City makes no representations as to the suitability of any City property, City premises, and City property for any intended purposes. The City disclaims all warranties of suitability as provided under any state or common law.
- Any applicant who rents any City facilities or City property is doing so after having conducted his or her own inspection and making their own decision as to the suitability of the City facilities or City property for their intended uses or function. The City makes no



representations whether express or implied regarding the use of City facilities or City property. Any person renting any City facilities or City property is not making their decision to rent City facilities or City property based upon any representations of the City or any City employee.

- The City is authorizing and permitting the temporary use and rental of City property and facilities only. The City is licensing the temporary right to use and rent the temporary use of City property and facilities. Despite the use of terms such as “rent” and “rental,” no landlord/tenant relationship shall be created or implied between the City and any person or party by entering into any rental and use agreement to use City property and City facilities.
- If the applicant renting any City facilities or City property incurs any damages or losses that is determined by a court of law to be caused by the actions of the City or any City employee, the applicant expressly waives any claim for any special, incidental, or consequential damages, and the applicant agrees that the amount of any if applicant’s damages shall be limited solely to the rental amounts paid to the City under the City Rental Application signed by the applicant.

In consideration of the City of Rosebud authorizing the use of City rentals, Rosebud City property APPLICANT hereby agrees to indemnify, protect and hold harmless the City of Rosebud, officers, officials, volunteers and employees from and against any and all liability or alleged liability in any form whatsoever including but not limited to all claims, demands, suits, judgments or causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death of persons and any losses for damages to property caused by or alleged to be caused, arising out of, or alleged to arise out of, either directly or indirectly from any cause whatsoever in connection with or incidental to the City property, as described above, whether or not said claims, demands, causes of actions are caused by the sole negligence of the City, its officers, officials, volunteers, and employees, or whether it is caused by concurrent negligence of the City and a part to this agreement, or whether it was caused by concurrent negligence of the City and some other third party.

Notwithstanding the foregoing, the APPLICANT specifically agrees to so indemnify, protect, and hold harmless the City from and against any and all liability that may be made or pursued by any agent, employee, officer or other person connected to APPLICANT or by any person who is a participant or bystander at APPLICANT’S event in connection with or incidental to the condition of or upon the City’s property, facilities, material, or equipment. The Applicant’s agreement and acceptance of these terms are material terms in inducing the City to agree to allow and permit Applicant and Applicant’s guest to use City property.

The APPLICANT also agrees to release and waive any and all claims it may have against City resulting from or arising out of claims and suits covered by this Agreement and agrees that any insurance carrier involved shall not be entitled to subrogate on under any circumstances against City, its officers, officials, volunteers, and employees. APPLICANT further agrees to release the City, its agents, officers and employees from all claims, demands, suits, causes or action or



judgments which APPLICANT ever had, now has, or may have in the future or any claim to have against the City, whether or not said claims, demands, suits, causes or action or judgments are caused by the sole negligence of the City, its officers, officials, volunteers and employees, or whether it was caused by concurrent negligence of the City and a party to this agreement, or whether it was caused by concurrent negligence of the City and some third party. The Applicant's agreement and acceptance of these terms are material terms in inducing the City to agree to allow and permit Applicant and Applicant's guest to use City property.

On Call City Phone Numbers: 254-697-1966 • 254-721-5026 • 254-217-9532