

# McClain County Community Banquet Room Rental Agreement

LESSOR/ORGANIZATION (please print) \_\_\_\_\_

ORGANIZATION CONTACT PERSON (please print) \_\_\_\_\_

INDIVIDUAL LESSOR (please print) \_\_\_\_\_

ADDRESS \_\_\_\_\_  
Street City State Zip

PHONE \_\_\_\_\_ CELL \_\_\_\_\_ E-MAIL \_\_\_\_\_

DATE(S) OF EVENT \_\_\_\_\_ HOURS OF USE: IN \_\_\_\_\_ OUT \_\_\_\_\_

TYPE OF EVENT \_\_\_\_\_

**Rental Charge \$350.00 per day \***

**\$175.00 of \$350.00 Rental Fee due at booking**

**Balance of Rental Fee and \$200.00 Refundable Deposit due no later than 5 business days prior to event**

**McCLAIN COUNTY CANNOT ACCEPT CASH - Check, Cashier's Check or Money Orders Only**

**MAKE CHECKS PAYABLE TO: McCLAIN COUNTY**

**Set-up & Clean-up NOT included in Daily Charges.**

**This Agreement does not include access to Expo Building.**

**Rental Agreement must be completed at time of booking.**

**If remainder of Rental Fee and Indemnity Agreement or Proof of Insurance are not received within 5 business days prior to date of event, said event will be cancelled without further notice.**

**\$175.00 Reservation will be forfeited. \$200.00 deposit, if paid, will be returned.**

**\$200.00 deposit to be held until inspection of facility is completed by County Staff after event has been held and staff determine premises have been returned to original condition.**

**Drop off or mail required documents to:**

**McClain County OSU Extension**

**1721 Hardcastle Blvd.**

**Purcell, OK 73080**

**(405) 527-2174**

\$175.00 DEPOSIT REC'D: DATE \_\_\_\_\_ BY \_\_\_\_\_ (Circle One)

CASHIER'S CHECK

CHECK

MONEY ORDER NO. \_\_\_\_\_

\_\_\_\_\_ SET-UP FEE REQUIRED. Number of hours anticipated \_\_\_\_\_

Set-up fee rec'd in the amount of \_\_\_\_\_

\_\_\_\_\_ INDEMNITY/RELEASE EXECUTED or

\_\_\_\_\_ PROOF OF INSURANCE (copy of insurance verification attached)

**\*Government/Educational rate of \$175.00 per day may apply**

\_\_\_\_\_ BALANCE AND DEPOSIT REC'D; CHECK NO. \_\_\_\_\_

Date

## RENTAL AGREEMENT TERMS OF USE

1. Schedule all events with the McClain County OSU Extension Office, 1721 Hardcastle Blvd., Purcell, OK 73080. Contact the office at 405-527-2174 or by fax at 405-527-0855.
2. If an organization such as a non-profit corporation or a school is renting the property, the organization shall be the responsible agency, but must provide a contact person. The person signing for an organization must be an officer or other individual with authority to bind the organization.
3. Facilities will not be reserved until a completed Rental Agreement and \$175.00 down payment are received.
4. Deposit may be forfeited if full remainder of rental fee and \$200.00 deposit is not received at least 5 business days prior to the scheduled event date. Deposits will be returned by mail unless different arrangement is made with the county clerk.
5. Facilities may be rented only to persons 21 years of age or older.
6. For activities needing set-up time, one-half day will be provided without charge provided that the room is available. If additional time is required, set-up shall be completed at the rate of \$20.00 per hour. Lessor is responsible for set-up.
7. Lessor must abide by the terms of this agreement including these Terms of Use and including the "in and out" times listed herein. "In and out" times shall include set-up times. For multi-day social events, the facility shall be closed and empty from 12:00 midnight to 8:00 a.m. the following day.
8. Lessor shall make appropriate arrangements to have the facility unlocked and locked by calling David Cargill or Thad Cox during business hours at (405) 527-2900.
9. NEITHER McCLAIN COUNTY ECONOMIC DEVELOPMENT AUTHORITY, McCLAIN COUNTY BOARD OF COUNTY COMMISSIONERS, McCLAIN COUNTY FAIR BOARD, OSU EXTENSION NOR McCLAIN COUNTY FAIRGROUNDS SHALL BE RESPONSIBLE FOR ACCIDENTS, LOSS OR THEFT OF PROPERTY OCCURRING ON RENTED PREMISES DURING THE TERM OF THE RENTAL AGREEMENT.
10. Lessor shall be responsible for any damage to McClain County property resulting from Lessor's use hereunder, and shall execute an Indemnification and Release agreement which shall be merged with this Agreement. Indemnity Agreement, if applicable, must be received 5 business days before event.
11. In the alternative, Lessor may provide proof of active insurance in the amount of one million dollars (\$1,00,000.00) with McClain County Economic Development Authority and McClain County Board of County Commissioners as named insured. Proof of Insurance, if applicable, must be received 5 business days before event.
12. Property damage shall be deducted from the deposit first. If deposit is insufficient to cover damages, remainder of damages shall be paid pursuant to the terms of the Indemnity and Release executed contemporaneously and merged with this Agreement or the Proof of Insurance.
13. At the end of the rental period hereunder and during any hiatus of activity, all lights shall be turned off, no appliances shall be left on or operating, and all water shall be turned off. Lessor is responsible for checking to insure compliance with this provision.
14. THE USE OR ADVERTISING OF ALCOHOLIC BEVERAGES ON McCLAIN COUNTY PROPERTY IS STRICTLY PROHIBITED. EVIDENCE OF THE PRESENCE OR CONSUMPTION OF ALCOHOL DURING THE AGREEMENT SHALL BE GROUNDS FOR ITS IMMEDIATE TERMINATION AND FORFEITURE OF DEPOSIT.
15. Rental of County facilities is at the discretion of the McClain County Board of County Commissioners and subject to such rules as may be promulgated by the Board.
16. DECORATION REGULATIONS: Nothing is to be affixed to walls, hung from ceiling or affixed to floors.  
**ANY OPEN FLAME IS STRICTLY PROHIBITED.**

The undersigned has authority to act for the Lessor named herein, has read and understands the terms of this agreement and the Indemnity and Release, if applicable, and agrees to all of the terms. The undersigned further understands that non-compliance with any of the terms of this Agreement or the Indemnity and Release may result in immediate termination of the Lease, forfeiture of the deposit and/or inability to rent McClain County facilities in the future.

AGREED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

LESSOR \_\_\_\_\_

BY: PRINT NAME. If executing for organization, list office held or other indication of authority to sign.  
e.g.: John Smith, President, Nonprofit Name.

COUNTY \_\_\_\_\_

BY: PRINT NAME OF AUTHORIZED REPRESENTATIVE

APPROVED AS TO FORM AND LEGALITY:



Carol Price Dillingham, OBA #11078  
Assistant District Attorney

**RELEASE AND INDEMNITY AGREEMENT IN FAVOR OF  
McCLAIN COUNTY ECONOMIC DEVELOPMENT AUTHORITY and/or  
McCLAIN COUNTY BOARD OF COUNTY COMMISSIONERS**

WHEREAS, the McClain County Economic Development Authority ("Authority"), the McClain County Board of County Commissioners ("Board") as governing authorities for the McClain County Community Building, McClain County Expo and McClain County Fairgrounds desire to permit the public to make use of facilities located in McClain County and known as the McClain County Community Building ("MCCB") and the McClain County Expo ("Expo"); and

WHEREAS, the undersigned Lessor has executed a Rental Agreement for use of the \_\_\_\_\_, and contemporaneously therewith freely and voluntarily enters into this Release and Indemnity Agreement.

NOW THEREFORE, and in exchange for the covenants contained herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and in recognition of the covenants, promises and agreements mutually made in the Rental Agreement between these same parties, the parties agree as follows:

1. The Lessor has agreed to the terms of the Rental Agreement for use of the County's property which agreement is incorporated in and merged with this Release and Indemnity Agreement by this reference.
2. Lessor acknowledges understanding of the terms of said Agreement and that such terms include requirement that the Lessor indemnify and hold Authority and Board harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities including attorneys' fees arising out of or connected with Lessor's use of the facilities leased under the Rental Agreement.
3. Lessor further acknowledges, indemnifies and holds Authority and Board harmless for any damage to persons or property resulting from Lessor's use of the property pursuant to the Rental Agreement.
4. This Release and Indemnity includes but is not limited to Lessor's assumption of any and all risk of injury to, disability and/or death of a person or persons present during Lessor's use of facilities pursuant to the Rental Agreement.
5. Such indemnification and release may be accomplished either by execution of this Indemnity and Release or by providing proof of liability insurance in the amount of one million dollars (\$1,000,000.00) naming as additional insured the Authority and the Board. Execution of this Agreement in conclusive indication that Lessor does not intend to provide proof of insurance and opts instead to execute this Release and Indemnity Agreement.

6. This Agreement shall be for a term that includes the date and time set forth in the Rental Agreement including any necessary subsequent clean-up period following the event described in the Rental Agreement.
7. The Rental Agreement and this Release and Indemnity Agreement shall be governed by the laws of the State of Oklahoma including choice of law provisions.

AGREED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.

LESSOR: \_\_\_\_\_

BY: Print Name. If signing for organization, indicate authority to bind the Lessor  
e.g. John Smith, President, Nonprofit Name.

COUNTY: \_\_\_\_\_

BY: Print Name of Authorized County Representative.

**APPROVED AS TO FORM AND LEGALITY:**



Carol Price Dillingham, OBA #11078  
Assistant District Attorney