

<b>Office Use Only</b>	<b>Office Use Only</b>
Date of Event	Key Returned to City
Deposit Received	Deposit Returned to Lessee
Key Given to Lessee	
Reviewed by City	Attorney Feb 2, 2022

**USE AGREEMENT FOR THE COMMUNITY ROOM AT LAKESITE CITY HALL**

**Individuals requesting use of the Community Room at the Lakesite City Hall must be residents of the City of Lakesite.** The Community Room at the Lakesite City Hall may be made available for meetings of community groups on a case-by-case basis.

\_\_\_\_\_ (please print your name) hereby requests permission to use a City of Lakesite owned facility, commonly known as the Lakesite Community Room, for use on \_\_\_\_\_ (date) for the time period \_\_\_\_\_ (approximate time period you will be using the room). Throughout this agreement, the above named will be referred to as the *Lessee*, and the City of Lakesite as *City*.

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In consideration of using the City’s facility, the Lessee agrees to honor and enforce these facility rules:

1. There will be **no alcoholic beverages** consumed or brought on site on this public property.
2. The Lessee will not allow excessive horseplay, dangerous or otherwise inappropriate use of the equipment, facility or structure.
3. If permission for use of the room is granted, a **\$100.00 deposit** will be required to secure the reservation. The **deposit is refundable** upon satisfactory inspection of the facility after the event or meeting and the return of the room key. The deposit may be waived for community organizations that use the facility on a regular basis that have a demonstrated record of keeping the facility neat.
4. The **Lakesite resident** submitting the request will be solely responsible for any damages that occur as a result of the meeting or event, and is **responsible for supervising the event and being present for the entire event.**
5. Requests for use of the room may be approved only for non-profit, non-partisan events or meetings.
6. Permission to use the room will be granted only for times and dates that do not conflict with the normal or necessary operations and activities of the city government.
7. The room will be reserved for qualified individuals (Lakesite residents) and events on a first-come, first-served basis.
8. No smoking is allowed in the building.
9. Events should be finished by 9:00 p.m. on Sunday-Thursday, and 11:00 p.m. on Friday and Saturday. (Exceptions may be possible on a case-by-case basis in the City’s sole discretion)

10. Park vehicles in paved areas only. For overflow, utilize the upper-level parking lot in front of City Hall and walk down the ramp. Do not park in front of the Rocky Point subdivision entrance or on Rocky Point Road. Remember to keep your vehicles locked at all times.

11. The maximum occupancy of the room, set at 70 persons by the Hamilton County Fire Marshal, is **temporarily reduced to 35 persons** due to Coronavirus social distancing requirements. The reduced room capacity will continue until the city determines that it is no longer justified.

12. **Do not block the hallway with any tables or chairs.** There is a government office that is used at the end of the hall. There is a bathroom off the hallway and a utility closet with mop and broom.

13. Make sure the door is locked securely behind you when you leave.

14. The keys you are given will not open the doors to the upstairs portion to City Hall and there is no reason for anyone to try to enter the upstairs portion of the building.

15. If there is not enough room in the trash bins outside, please leave the garbage inside the building. If bagged garbage is left outside, animals will tear the bags open and garbage will be strewn all over.

16. Lessee must be familiar with the guidelines established by the Centers for Disease Control and Prevention (“CDC”) and the State of Tennessee regarding COVID-19. Lessee is further aware of other pertinent governmental orders, directives and guidelines (collectively, “directives”), relative to COVID-19 including directives for frequent handwashing, social distancing and use of face masks in public locations. Lessee is responsible for assuring social distancing, where appropriate, for guests, **particularly unvaccinated persons**, and that an **indoor gathering of unvaccinated persons is therefore a potentially hazardous activity**. Lessee understands the hazards of COVID-19 infection and acknowledges and understands that that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and accepts full responsibility for familiarizing his or her self with the most recent updates. **Lessee hereby agrees to advise persons attending the event of these concerns.**

17. Lessee acknowledges the City is **not responsible** for the planning, development or supervision of this event. Lessee agrees **to hold the City harmless and indemnify from all claims** of any nature whatsoever for personal injury or property damage that stems from the Lessee’s use of the facility, including reasonable attorney fees and all costs of defending.

18. It is understood that city personnel conducted a site inspection of this facility prior to the facility usage and all defective conditions have been corrected or properly marked. Those marked conditions are listed below and the Leasee agrees to enforce proper warnings to the participants of their activity.

1. There are some window blinds that are bent

19. The Lessee agrees to report any injuries received during the event to the City Recorder at telephone number 423-842-2533 within 24 hours of the event or, for events held during weekends or holidays, by noon on the first business day following the event. The Lessee will provide a report that lists the name, address, and phone number and details on the extent of injuries and how they occurred.

20. The Lessee agrees to report any incidents where city property was damaged to the City Recorder at 423-842-2533 within 24 hours of the event or, for events held during the weekends or holidays, by noon on the first business day following the event. Failure to do so may forfeit your deposit.

21. This Use Agreement will be modified from time to time as deemed necessary by the City.

Lessee Name, Address, Phone Number

City of Lakesite

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**IMPORTANT NOTE**

**KEYS MUST BE PICKED UP AT CITY HALL DURING THE HOURS OF 9:00 AM AND 1:00 PM, MONDAY THROUGH THURSDAY AND THROUGH 11:00 AM ON FRIDAYS. IT IS UNFAIR TO STAFF AND COMMISSIONERS IF YOU WAIT UNTIL THE LAST MINUTE AND FIND WE ARE CLOSED AND SOMEONE HAS TO BE LOCATED, WHILE THEY ARE WITH THEIR OWN FAMILY, TO STOP, COME TO CITY HALL AND GIVE YOU KEYS. DO NOT CALL THE POLICE IF THIS HAPPENS AS THEY CAN'T ASSIST YOU.**

**Note: The key does not automatically unlock the door. You must be sure to turn the lock from the inside if you go out and plan on re-entering.**