

Terms and Conditions
East Hickman Community Center
P.O. Box 534
Lyles, TN 37098

The Lessor refers to the East Hickman Community Center

The Lessee refers to the individual booking the building

We are Not County Owned or Funded.

1. **Space** Includes building and parking lot, referred to as the premises, situated at 5387 SR-100 in the city of Lyles in the state of Tennessee and the county of Hickman.
2. **Term and Rent** Lessor rents the premises above listed for a period of hours in a twenty-four-hour day. The period of rent will commence on the day listed and terminate the same day. The rental fee for the premises shall be \$20.00 (Twenty dollars) per hour during the week and \$20.00 (Twenty dollars) per hour on weekends and federal holidays with a minimum of \$60.00 (sixty dollars) per three-hour block of time. We have a **NO REFUND POLICY. IF THE EVENT IS CANCELED DUE TO GOVERNMENT MANDATE OF COVID-19 RESTRICTIONS, A REFUND OF THE RENTAL FEE LESS \$10 MAY BE AVAILABLE ON A CASE BY CASE BASIS. Donations of unused rental fees are accepted and appreciated.**
3. **USE** Lessee shall use and occupy the premises for the date and time rented. The Lessee shall state the use of the premises for that period and the premises shall be used for no other purpose. Lessor represents that premises may lawfully be used for such purpose. Lessee shall not use the premises for the purpose of storing, manufacturing or selling, explosives, flammables or any other inherently dangerous substance, chemical, thing or device. Lessee shall not use bouncy houses on the premises.
4. **VIDEO SURVEILLANCE POLICY**
The purpose of this Policy is to outline the responsible use of our Video Surveillance System as it is used for recording, monitoring, and storing video on our property located at 5387 Highway 100. Lyles TN 37098. The video surveillance at the East Hickman Community Center (EHCC) is for enhancing safety and security of all persons and property, including preventing and deterring crime, identifying suspects, and gathering evidence.
This policy applies to any individual or entity with permitted use of the East Hickman Community Center facility. The EHCC recognizes the need for an individual's right to privacy and we will promote and maintain a safe and secure environment. The use of video surveillance results in the collection of information in the form of images (both still and live) of individuals and conduct. The position of cameras only covers public areas, common areas, parking lot where there is a concern for the safety or security of persons or property.

Monitoring will be appropriately conducted by EHCC board members and members for lawful and responsible use of the technology. The recording of the EHCC premises is 24 hours and seven days a week. Video recordings will not be disclosed to anyone other than EHCC board members and members except in accordance with law enforcement agency. Such cases, to assist in the identification of a victim, witness, or perpetrator in relation to a criminal incident; in compelling circumstances, involving an individual's health or safety.

5. **CARE AND MAINTENANCE OF PREMISES** Lessee acknowledges that the premises are in good order and repair unless otherwise indicated herein. Lessee shall, at their own expense and at all times, maintain the premises in good and safe condition including plate glass, electrical wiring, plumbing, air conditioning and heating installations and any other system or equipment upon the premises. **Persons renting the building will before leaving complete a checklist that will be left in the wall stacker labeled EHCC cleaning checklist. The Cleaning person will verify completion of checklist with 24 hours.**

5.1 Check that tape, glue, or nails were NOT used on walls, ceilings, tables and chairs on any part of the building. DO NOT USE TAPE

5.2 Furniture (chairs, tables, etc.) must remain in the building. They can be rearranged for your event, and it is ok **to leave five tables up and chairs around.** Any extra we ask that you put up before departure.

5.3 Check that the floors are sweep and clean up any spills.

5.4 Vacuum rugs

5.5 Check that all waste baskets including bathrooms are empty

5.6 Check faucets are turned off

5.7 Check toilets for running water and the commodes have been flushed

5.8 Check that all food is removed from refrigerator and kitchen

5.9 Clean all tables, counters, and stove, if used, and turn all stove dials to off.

5.10 Check that the thermostat before you leave is Air condition 78 degrees and Heat at 60

5.11 Check lights are turn off inside and outside

5.12 Check that coffee pots are clean, and no grounds are left

5.13 Please remove your garbage

5.14 No Bouncy Houses were used on premises

***5.1 Push pins and hooks are provided along the wooded hanging portion of the wall to be used for decorations.**

***IF you leave the premises in unsuitable conditions you may be denied access the next time you desire usage.**

6. **SPECIAL Notes** Smoking is allowed on the outside of the building only. All smoking trash must be disposed of properly. Gambling and/ or drugs are not allowed. Special approval from EHCC Board is needed for the use of alcohol on the premises. Approval will be on a case by case basis.

If alcohol is served or consumed on the property, the lessor is not responsible for any injury to the lessee or their guests and/or any damage to the property.

7. **ALTERATIONS** Lessee shall not, without first obtaining the written consent of the Lessor, make any alterations, additions or improvements, in, to or about the premises.
8. **Ordinances and Statutes** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which thereafter may be in force, pertaining to the premises, occasioned by or affecting the use thereafter by Lessee. Lessee shall also comply with the Articles and By-Laws of the East Hickman Community Center.
9. **Assignment and Subletting** Lessee shall not assign the lease or sublet any portion of the premises without prior written consent of the Lessor. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate the lease.
10. **Utilities** Water, electric service, heating and air-conditioning are provide by the Lessor as part of this agreement concerning rental of premises. This agreement is for normal or average use of the utilities in the rental period. Lessor reserves the right to invoice Lessee for large deviation in utility use for the time the lease is applicable. Lessee will be billed for deviations in use and shall pay additional charges within fifteen (15) days of invoice. Lessee shall not use any equipment or devices that utilize excessive electrical energy, or that in the Lessor's reasonable opinion, overload the wiring.
11. **Entry and Inspection** Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times up reasonable notice for the purpose of inspecting the premises.
12. **Parking** During the term of this lease, Lessee shall have use, in common with the Lessor, of the common parking lot in front of the building and which constitutes part of the premises.
13. **Indemnification of Lessor** To the extent of the law, Lessor shall not be liable for any damage or injury to Lessee, or another person, or to any other property, occurring on the premises or any part thereof. Lessee agrees to indemnify and hold Lessor harmless from any claims for damages which arise in connection with such occurrence. Said indemnification shall include indemnity from any costs or fee which Lessor may incur in defending said claim.
14. **Insurance** The only insurance on the premises is building liability. Lessee is responsible for their own function insurance.
15. **Destruction of Premises** In the event of destruction of the premises during the term of this lease, and if those damages are caused by the Lessee, the Lessee will be held accountable for the repairs to the premises to return them to pre-lease agreement condition. In the case of an event, the Lessee will be given sixty days (60) to make repairs to the satisfaction of the Lessor.

- 16. Lessor's Remedies upon Default** On the date specified in the lease, the lease will terminate, and Lessee shall then quit and surrender the premises to Lessor, without extinguishing Lessee's liability.
- 17. Attorney's fees** In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of possession of the premises, by either party, the prevailing party shall be entitled to all cost incurred in connection with such action, including a reasonable attorney's fee.
- 18. Entire Agreement** The foregoing constitutes the entire agreement between parties and maybe modified only by the board of directors. **When checking the box to agree to venue terms from our booking site Skedda you consent to terms and conditions of the East Hickman Community Center.**