

CITY OF FIFTY LAKES
PAVILION/COMMUNITY CENTER RENTAL AGREEMENT
AND RULES OF USE

PO Box 125, Fifty Lakes, MN 56448
Phone: (218) 763-3113 Fax: (218) 763-5113 Email: 50lakes@emily.net

Renter: _____

Address: _____

Daytime Phone: _____

Date of Use: _____

Function: _____

FACILITY RESERVED

(Please Check One)

- PAVILION - \$25.00 Fee** **COMMUNITY CENTER - \$50.00 Fee**

BOTH FACILITIES ARE OWNED AND OPERATED BY THE CITY OF FIFTY LAKES. ALL EVENTS HELD IN THESE FACILITIES MUST BE SCHEDULED THROUGH THE CITY CLERK'S OFFICE.

The Renter must sign this Rental Agreement in the space provided below. By doing so, the Renter agrees to adhere to the following requirements, unless special arrangements have been noted by staff on this Rental Agreement and agrees to accept the consequences for their failure to do so.

- A. **Reservation.** The Renter's hold on a particular facility is not official until this Rental Agreement has been completed, and the deposit and fee has been paid. Renters are encouraged to secure an official reservation as soon as possible.
- B. **Exempt:** Any non-profit or public organization will be exempt from the usage fee.
- C. **Hours of availability.** Since Fifty Lakes facilities are located in residential neighborhoods, Renters are permitted to use the rented facilities between the hours of 8:00 a.m. to 12:00 a.m. Renters may be ejected from the facilities during the hours not permitted.
- D. **Alcohol.** Alcoholic beverages may be brought in and consumed by private parties, but not by minors. The Renter will be subject to ejection and prosecution for the service to and consumption of intoxicating beverages by minors, whether it is occurring with or without the Renter's knowledge. Sale of intoxicating beverages is permitted if served by an employee of the City or a certificate of liability insurance is provided prior to the event. The Renter shall indemnify and hold the City harmless from any liability introduced and occurring due to the presence of and/or the consumption of alcoholic beverages upon City property during the rental period. The municipal liquor committees and commissions affiliated with the City of Fifty Lakes will be required to obtain permission from the City Council to sell and serve alcoholic beverages at the above-named facilities.
- E. **Nuisance.** Inappropriate and disruptive behavior, or violations of this policy, federal, state and local laws will not be tolerated, and individual(s) will be asked to leave the premises. Inappropriate and disruptive behavior includes but is not limited to brawling or fighting, offensive, and obscene, abusive, boisterous conduct or offensive, obscene or abusive language tending reasonably to arouse alarm, anger, or resentment in others.
- F. **Trash.** The renter must place all debris and waste material in garbage dumpsters. The City provides limited refuse collection containers at the facility for use by the renter. The renter must clean all table surfaces. The renter is responsible for sweeping floor surfaces. The facility must be left in pre-event conditions.

- G. **Keys.** Keys to the community center must be returned to City Hall the next business day immediately following the rental date. Renters shall be responsible for the cost of replacing lost or damaged keys, or re-keying the facilities.
- H. **Damage and deposit.** There is a \$25.00/\$50.00 deposit required which shall be returned only if City staff determines that all conditions of this Rental Agreement have been met. The Renter's responsibility shall not be limited to the amount of the deposit. In the event of a violation of this Rental Agreement, the deposit may be retained to cover the administrative cost of recovering damages from the Renter, which shall be in addition to the deposit amount.
- I. **Minimum age.** Renters must be at least twenty-one years of age, and the event must be supervised by a responsible adult of at least twenty-one years of age at all times.
- J. **Admission fee.** The Renter is prohibited from using the facilities for events for which an admission is charged, or that are held for-profit, without the written approval of the City. Failure to disclose that an admission was or will be charged shall be grounds for cancellation of the reservation and forfeiture of the deposit.
- K. **Hold Harmless Agreement.** By signing below, renter agrees to and hereby does indemnify and hold the City and its employees, agents and assigns, harmless from and against all claims, damages, losses, injuries and expenses, including attorney's fees, arising out of the use of the facilities by Renter or any of Renter's guests and invitees, and others, during the time as set forth above in this Agreement, for bodily injury, death, property damage or any other loss arising there from.

Signature of Renter

Date

Signature of City of Fifty Lakes

Date

Office Use Only

\$25.00/\$50.00 Deposit Received: _____

\$25.00/\$50.00 Usage Fee Received: _____

Date Key Issued: _____

Key Issued To: _____

Date Key Returned: _____

Non-Profit/Public Organization Exempt: _____