

Brownton Civic Center Rental Lease Agreement

This Lease Agreement, made this _____ day of _____, 2019, by and between, the City of Brownton, Lessor and (Name): _____, Ph# _____

Address: _____, Lessee. WITNESSETH: That the City of Brownton, in consideration of the rents and covenants hereinafter mentioned, do hereby lease unto the Lessee, the following portions of the Brownton Civic Center, 335 Third Street South, Brownton MN:

Entire Center-Gym and Side Room (Max Occ. 383)

Section Side room only (Max Occ. 54)

Event Date: _____ Type of Event: _____ Will Alcohol Be Served: Yes or No

Approx. # of Guests: _____ Start Time: _____ End Time: _____ (Include time to set-up & tear down)

The following fees shall apply:

_____ Rental Rate

_____ Pymt Date & Amount paid

_____ Damage Deposit (\$400.00)

_____ Pymt Date & Amount paid

_____ Police Officer

_____ Total Due

_____ Remaining amount due

Minimum of \$50.00 down payment or total fee has been paid upon the execution of this agreement and the remaining balance shall be paid on or before the day of use as stated above. Damage deposit to be returned to the Lessee following inspection of the premises. In case of cancellation of this lease by the Lessee, a cancellation charge of 20% of the prior agreed upon charges for rent of said premises will be charged.

Lessee further agrees:

- 1 To observe all ordinances, rules and regulations of the City of Brownton, including all Civic Center rental regulations posted on the leased premises.
- 2 To keep the leased premises in good condition, and to be responsible for all damage occurring during Lessee's use of the premises, and to assume any and all liability for damage or injury to persons or property occurring on said premises during such use by Lessee, and to indemnify and save Lessor harmless as to same.
- 3 To make no claim against Lessor, its officers, employees or agents for or on account of any personal injury or loss or damage to any property howsoever arising, including theft, and Lessee, does agree to be responsible for and repair at his own cost any and all breakage or damage done to the premises during the term of Lessee's use.
- 4 That the leased premises shall not be sublet by Lessee.
- 5 To provide A CERTIFICATE OF INSURANCE 7 Days Prior to event if Alcohol is provided, served and or sold in or on City Facilities. Certificate must show proof of liability and Host Liquor insurance in an amount of \$500,000.00 per claim and \$1,000,000.00 for multiple claims arising from the same occurrence. The City should be added as an additional insured on any such certificate, and licensee agrees to defend and indemnify the city for any claims that arise as a result of such activity or event, and agrees to hold the City harmless regarding the same.

In Testimony Whereof, both parties have hereunto set their hands the day and year first
Above written.

Lessee _____ Authorized Rental Agent

for City _____

<p>Internal use only: Alcohol Waiver Req'd _____ Certificate of Ins. Recvd _____</p>
--

Brownton Civic Center Rules & Renters Responsibilities

1. Reservations will be on a first come basis. Deposit required to hold date. Keys for the Civic Center are to be picked up at the City Clerk's Office during normal business hours.
2. The Brownton Civic Center is designated as a Tobacco Free Facility and Alcohol Free Facility. If Ordinance is waived, no bottles allowed. Renter must request a waiver at council mtg on the 1st Tuesday of the Month prior to the event.
3. Doors shall be unlocked and left open during the time of the event and User shall permit the City's officials, employees or agents to have access to enter the Civic Center at any time during the Event.
4. Evening activities must end and guests leave by 12:00 a.m. to allow for clean up and be out by 1 a.m.
5. Youth activities must be chaperoned by adults.
6. Any difficulties shall be reported to local law enforcement agencies immediately. Non-Emergency# 320-864-3134, Emergency # 911.
7. The following are prohibited at the Civic Center -Glass bottles of any kind and the use of glitter or confetti.
8. User is responsible for set up and clean up for your event with the expectation that they leave it in as good or better condition than found. This is to be completed on the day of rental. Which includes the following and is to be completed on the day of rental..
 - a. Sweeping or mopping of any spills or mud tracked in and around the facility. Cleaning supplies are located in Janitor's closet in main entrance.
 - b. Clean out fridge.
 - c. All garbage shall be transferred from garbage cans to dumpsters located outside the Civic center.
 - d. Remove all decorations and supplies before you leave.
 - e. All tables and chairs shall be wiped off to remove all traces of any spills. Return all tables and chairs to their original locations.
 - f. Towels and dishcloths are not furnished so you will need to bring your own.
9. All lights shall be turned off, turn thermostats down to 65°F during the Winter & 74°F in the summer.
10. Return any and all keys to the City Clerk's Office within 2 business days; a drop box is available at the Civic Center alongside the vestibule windows. ** Damage Deposit shall not be returned until key is returned.
11. **Failure to follow the policies and rules established by the City of Brownton shall be cause for forfeiture concerning future use privileges and may subject the user to liability for any loss or damage caused thereby and may result in forfeiture of partial or all of the damage deposit.

THANK YOU FOR YOUR COOPERATION.

The City of Brownton is an Equal Opportunity Provider and Employer