

City of Rushford Village Community Center Rental Agreement

This Community Center Rental Agreement (the “Agreement”) is made between the City of Rushford Village, Minnesota (the “City”) and _____ (the “User”). Each Party may be referred to as a “Party” or collectively as the “Parties”).

Background

- A. The City owns a Community Center, located at 43038 State Highway 30, Rushford Village, Minnesota 55971, that it rents out to individuals or groups.
- B. User has submitted a Community Center Rental Application (the “Application”) to the City to use the Community Center for: _____ (the “Event”).
- C. User’s Application has been approved by the City subject to the terms of this Agreement.
- D. The City has adopted the Community Center Rules and Regulations (the “Rules and Regulations”) which are attached to this Agreement and incorporated herein by reference.

Accordingly, the Parties agree as follows:

RENTAL TERMS

- 1. **Community Center.** The City rents its Community Center to the User. This Agreement includes the use of the Community Center, pavilion, and playground, collectively the “Premises”.

Any offices or private areas of the Community Center may not be used.
- 2. **Term.** User shall be entitled to use the Community Center from _____ [am][pm] on _____, 20____ until _____ [am][pm] on _____, 20____.
- 3. **Rent.** User agrees to pay the City the sum \$_____ for using the Community Center. The initial rent is due at the time of submission of the Application. If the Event is cancelled pursuant to the Rules and Regulations, the rent will be returned to the User.
- 4. **Security Deposit.** The User paid a security deposit of \$100.00 with the Application. The Security Deposit will be returned or kept pursuant to the Rules and Regulations.
- 5. **Food.** The City [does][does not] authorize food to be served at the Event as described in the Application.
- 6. **Alcohol.** Alcohol [will][will not] be served at the Event. If alcohol will be served, the User agrees to comply with all terms of this Agreement. The City reserves the right to

prohibit the serving of alcohol in the Community Center. The serving of any alcohol is further subject to the Rules and Regulations.

7. **Entertainment.** The City [does][does not] authorize entertainment to be provided as described in the Application.
8. **Insurance.** The User [is][is not] required to obtain liability insurance for the Event. If insurance is required, User agrees to obtain at least the minimum coverage set forth in the Rules and Regulations. The User agrees to provide a certificate of insurance to the City showing the required coverage at least seven (7) days prior to the Event and naming the City as an Additional Insured.
9. **Property Damage/Missing Items.** The User agrees to pay the City for any physical damage to the Premises or its contents during the Event. The User also agrees to replace or pay the cost of replacement for any missing items.
10. **Indemnification.** The City shall not be liable to User, its agents, servants, guests, employees, or invitees for any damage to person or property caused by any act, omission, or neglect (including the service and consumption of alcohol) of User, its agents, servants, guests, employees, or invitees. Without limiting or being limited by any other indemnity in this Agreement, but rather in confirmation and furtherance thereof, User agrees to indemnify, defend, and hold City harmless of, from, and against any and all losses, damages, liabilities, claims, actions, causes of action, demands, liens, costs, or expenses (including, but not limited to, court costs, reasonable attorney's fees, and litigation expenses) in connection with any injury to or death of any person or damage to or theft, loss, or loss of the use of any property occurring in or about the Premises arising from User's occupancy or use of the Premises, or from any activity, work, or thing done, permitted or suffered by User, in or about the Premises, or from any breach or default on the part of User in the performance of any covenant or agreement on the part of User to be performed pursuant to the terms of this Agreement or due to any other act of omission or willful misconduct of User or any of its agents, servants, guests, employees or invitees. It is further explicitly understood by User that User accepts sole responsibility for its actions, and the actions of their agents, servants, guests, employees or invitees, regarding the service or consumption of alcohol on the Premises.
11. **Waiver and Assumption of Risk.** The User knows, understands, and acknowledges the risks and hazards associated with using the Premises and hereby assumes any and all risks and hazards associated therewith. User hereby irrevocably waives any and all claims against the City or any of its officials, employees, or agents for any bodily injury (including death), loss or property damage incurred by the User as a result of using the Premises and hereby irrevocably releases and discharges the City and any of its officials, employees or agents from any and all claims of liability.
12. **Rules and Regulations.** The User certifies that he or she has read the attached Rules and Regulations and agrees to be bound by the Rules and Regulations. The User shall be

responsible for ensuring compliance with the Rules and Regulations by the User's agents, servants, guests, employees, or invitees.

13. General Provisions.

A. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

B. **No Assignment.** This Agreement shall not be assigned by either Party unless agreed to in a separate signed writing. User shall not sublet any portion of the Premises.

C. **Amendments.** Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.

D. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.

E. **Captions.** Section headings contained in this Agreement are included for convenience only and form no part of the Agreement between the Parties.

F. **Waiver.** The waiver by either Party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

G. **Savings Clause.** If a court finds any portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.

[Remainder of page intentionally left blank. Signature page to follow]

IN WITNESS WHEREOF, the Parties caused this Agreement to be approved on the dates below.

By signing this agreement, I declare that I have read, understand and agree to all of the terms and condition of this Agreement.

USER

_____ Date: _____
User

CITY OF RUSHFORD VILLAGE

By: _____ Date: _____
Mary Miner, Its City Clerk