

City of Lewiston 75 Rice Street PO Box 129 Lewiston, MN 55952



Lewiston, MN

Founded 1863

Phone: (507) 523-2257 Fax: (507) 332-4018

Lewiston Community Center/Senior Center Rental Agreement:

This agreement is made on _____ between the City of Lewiston, (hereinafter referred to as "City") and _____, (hereinafter referred to as "Lessee").

Lessee Address: _____ Phone: _____

Rental Time Agreement: _____ - _____

Now, Therefore, in consideration of the mutual covenants herein, the parties as follows:

- Premises will be used by Lessee(s) on ____/____/____, for the purpose of _____.
- The rental sum for the Premises on the above stated dates is \$ _____ upon booking.
- Cancellation Policy: At least 90 days prior to the rental.
- Damage deposit: Lessee shall pay the sum of \$250.00 by check or money order. The amount of any damages or necessary cleaning costs after lessee's use of the premises shall be deducted from the damage deposit. The remaining damage deposit, if any, shall be refunded to lessee.
- Lessee shall immediately advise City of any physical conditions which make the premises unsafe. Lessee shall not allow continued use of the premises by its invitees or licensees under unsafe conditions. As lessee has been afforded ample opportunity for prior inspection, the City does not warrant the suitability of the Premises for any purpose and limits its liability for any unforeseen circumstance, such as failure of power or equipment, to refund of any proportionate unearned rent.
- Lessee shall not assign or sublet all or any portion of the above described premises without prior written permission of the City.
- Lessee shall not make any changes, alterations, or improvements to the premises without written approval from the City and shall not use or permit others to employ adhesive fasteners to any walls or improvements that cannot be removed without damage.
- Lessee shall promptly advise City of all injuries and property damage which occurs at premises during the term of this rental agreement.
- Lessee assumes all liability for operations of the facility on the site pursuant to this rental agreement. Lessee shall be responsible for supervising the activities and affirmatively ensuring that no unreasonable dangerous activities can occur or continue.

- By signing this agreement, Lessee acknowledges on behalf of himself/herself, his/her organization or group etc., that Lessee is aware that the City does not have a municipal liquor license or dram shop insurance for the premises. Lessee is specifically prohibited from selling or bartering intoxicating liquors or non-intoxicating malt liquors, either directly or indirectly, on the premises. The prohibition against sale or barter shall include the sale or barter of "set-ups", and any fees for advance ticket sales or admission at the door which may include the cost of liquor or non-intoxicating malt liquor supplied on the premises. (This clause shall not apply to non-profit organizations or groups who have duly applied for and received a license from the City for the temporary sale of non-intoxicating malt liquors and have supplied to the City the requisite proof of financial responsibility as required by City Ordinance and State liquor statutes. No minors shall be served alcohol.
- By signing this agreement, Lessee acknowledges on behalf of himself/herself, his/her organization or group, etc., that use of the premises carries a risk of personal injury. Lessee RELEASES AND DISCHARGES the City and its agents and employees from liability for injuries or damages, including losses caused by the City or its employees or agents in the event of the City's willful, wanton or intentional misconduct. Lessee agrees to not sue or make a claim against the City or its employees or agents and agrees to hold them harmless and indemnify them from all claims and suits that may be brought as a result of use of the premises under the Rental Agreement except in the event of the City's willful, wanton or intentional misconduct.
- DO NOT RELY ON CITY INSURANCE COVERAGE FOR YOUR GUESTS. PLEASE CONSULT YOUR INSURANCE AGENT REGARDING HOMEOWNERS OR OTHER RECOMMENDED COVERAGE FOR YOUR EVENT.
- I UNDERSTAND LEWISTON HAS A NOISE ORDINANCE IN EFFECT AND THAT ALL LOUD PARTY & MUSIC NOISES MUST BE TONED DOWN TO STAY WITHIN THE CENTER BUILDING AT 11:00PM AND AGREE TO ENFORCE THIS REQUIREMENT. AFTER THE EVENT, IT IS THE RESPONSIBILITY OF THE LESSEE(S) TO CLEAN THE CENTER AND LEAVE IT IN THE SAME OR BETTER CONDITION THAN THAT IT WAS FOUND, WHICH INCLUDES REMOVAL OF GARBAGE, CLEANING TABLES, AND SWEEPING
- ONLY SERVICE ANIMALS WILL BE ALLOWED IN BUILDING
- KEYS SHOULD BE PICKED UP FROM THE COMMUNITY CENTER ON THE THURSDAY PRIOR TO RENTAL AND SIGNED OUT.
- NOTE: USE OF CONTRACTED ROOM **ONLY** SHOULD BE USED. USE OF OTHER ROOMS WITHOUT CONSENT WILL RESULT IN FORFEITURE OF DEPOSIT.
- NO FRYERS ARE ALLOWED IN THE BUILDING

DATE: _____ CITY AGENT: _____

DATE: _____ LESSEE: _____