

City of Balaton, Minnesota Community Center Rental Agreement

This Community Center Rental Agreement (the “Agreement”) is made between the City of Balaton, 134 3rd Street, P.O. Box 388, Balaton, Minnesota 56115 (the “City”) and _____ (the “User”), (collectively, the “Parties”).

Phone number: _____

WHEREAS, the City owns a Community Center located at 134 3rd Street, Balaton, Minnesota 56115 that it rents to individuals, groups, and businesses;

WHEREAS, the User has requested to rent the Community Center for a _____ (the “Event”); and

WHEREAS, the City has agreed to rent the Community Center to User pursuant to the conditions set forth below in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the Parties agree as follows:

1. **Community Center**. The City rents its Community Center to the User. This Agreement does include the use of the Community Center’s kitchen. Any offices or private areas of the Community Center may not be used.
2. **Term**. User shall be entitled to use the Community Center on _____, 2024. This time period includes the time necessary for set up and clean up.
3. **Rent**. User agrees to pay the City the sum \$ **75.00** for using the Community Center. The User agrees to pay the City an additional **\$100** damage deposit for bar/liquor service. This deposit will be returned if there are no damages. The initial rent is due prior to the Event, or on the date of this Agreement. If the Event is cancelled, the rent will be returned. **It is your responsibility to contact Jessica Waltz at the Municipal Liquor Store** to set up liquor accommodations at least two (2) weeks prior to the event. (507-734-4411)
4. **Compliance with COVID-19 Guidelines**. The User hereby acknowledges and warrants that it has reviewed and will comply with all State, Federal, and CDC COVID-19 guidelines in its operation and use of the Community Center during the Event.
5. **Property Damage/Missing Items**. The User agrees to pay the City for any physical damage to the Community Center or its contents during the Event. The User also agrees to replace or pay the cost of replacement for any missing items.
6. **Indemnification**.

- A. To the fullest extent permitted by law, the User agrees to indemnify, defend, save and hold harmless City and its officers, agents and employees (collectively “Indemnitees”) from and against any and all liabilities, losses, damages, suits, actions, claims, judgments, settlements, fines or demands of any person arising by reason of injury or death of any person, or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys’ fees, court costs and expert fees), of any nature whatsoever arising out of or incident to (i) the use or occupancy of, or operations of the User at or about the Community Center, including claims related to COVID-19 or (ii) the acts or omissions of the User’s officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur. Notwithstanding the foregoing, the User is not obligated to indemnify, defend, save and hold harmless an Indemnitee as a result of the Indemnitee’s negligence or intentional acts.
 - B. City shall give the User reasonable notice of any such claim or action. In indemnifying or defending an Indemnitee, the User shall use legal counsel reasonably acceptable to City. City, at its option, shall have the right to select its own counsel, or to approve joint counsel as appropriate (considering potential conflicts of interest) and any experts for the defense of claims. The User, at its expense, shall provide to City all information, records, statements, photographs, video, or other documents reasonably necessary to defend the parties on any claims.
 - C. The provisions of this section shall survive expiration or earlier termination of this Agreement.
7. **Waiver and Assumption of Risk.** The User acknowledges and certifies that it’s has been afforded an opportunity to inspect and examine the Community Center or has waived the opportunity to do so and knows, understands and acknowledges the risks and hazards associated with using the Community Center 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 or from any disease or virus, including COVID-19), loss or property damage incurred by the User as a result of using the Community Center and hereby irrevocably releases and discharges the City and any of its officials, employees or agents from any and all claims of liability. User’s waiver and release of liability and assumption of risk shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.
8. **Rules and Regulations.** The User shall comply with the laws of the United States, the State of Minnesota, and the City’s ordinances. The City has the right to terminate use of the Community Center during the Event if the User violates any law or ordinance. Rental use of the Community Center in no way implies endorsement by the City of the User, or of the activities conducted by the User. The User shall return any keys to the Community Center to the City immediately after the Event. The User is responsible for the proper restoration of the Community Center to pre-Event condition, which includes, but is not limited to: (1)

picking up and removing any and all garbage, (2) cleaning and vacuuming floors, (3) disinfecting all surfaces used or occupied by the User, its employees, agents, or guests, in compliance with Federal, State, and CDC guidelines, (4) turning off all lights, utilities, and (5) locking all doors and windows.

9. **Public Data.** City shall use reasonable care to treat matters pertaining to the User's business in a confidential manner to the extent permitted by law. This Agreement, and the information related to it, is subject to the Minnesota Government Data Practices Act, which presumes that data collected by City is public data unless classified otherwise by law.

10. **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. **Amendments.** Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
- C. **Authority.** Each person signing this Agreement on behalf of a Party represents and warrants that the execution and performance of this Agreement by such party has been duly authorized by all necessary laws, resolutions, and corporate action, and this Agreement constitutes the valid, binding, and enforceable obligations of such Party in accordance with its terms.
- D. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. Any action arising out of this Agreement shall be venued in District Court in Lyon County.
- 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.
- H. **Interpretation.** None of the parties hereto shall be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

- I. **Independent Counsel Review**. User has been afforded the right to have an independent attorney review this Agreement before signing it. By executing this Agreement, User acknowledges and agrees that it has been given a reasonable opportunity to have an independent attorney review this document and has executed this document only after having done so, or, only after reviewing the Agreement carefully and then intentionally waiving its right to do so.

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

Signature

Date

City of Balaton

Alexus Birt, Deputy City Clerk

Date