

**CITY OF TWO HARBORS
COMMUNITY CENTER
APPLICATION AND RENTAL AGREEMENT**

1. Renter Information

Name or Organization: _____

Mailing Address: _____

Contact Person: _____ Phone Number: _____

2. Event Information

Event Date(s): _____

Time(s) of Use: _____

Nature of Use: _____

Estimated Attendance: _____ (Will not exceed ____ persons)

Dance with DJ: Yes No

If Yes, name of four adult chaperones:

Name: _____ DOB: _____

Name: _____ DOB: _____

Name: _____ DOB: _____

Name: _____ DOB: _____

Dance with Live Band: Yes No

If Yes, name of Law Enforcement Official: _____

Will food be served? Yes No (Please see section 6 if food will be served).

Will gambling activities be conducted? Yes No

3. Security/Damage Deposit

Renter shall pay to the City \$50.00 as a damage/security deposit pursuant to the Rules and Regulations.

4. Rental Fee

Renter shall pay to the City \$50.00 as a rental fee pursuant to the Rules and Regulations, unless Renter is a non-profit. The rental fee for non-profits is \$25.00 per day.

5. Cancellation

The City reserves the right to cancel the event up to two (2) business days prior to the date of the event. The Renter may also cancel the event thirty (30) business days prior to the date of the event. All fees paid to the City shall be refunded to the Renter if this Agreement is canceled pursuant to this paragraph. The Renter agrees that any desired use by the City has priority over the Renter's use. The Renter further agrees that the City shall have no responsibility or liability for any disruption, damages, or loss, which Renter may suffer or incur due to such cancellation.

6. Food Service

If your event is open to the public and you are serving food, you must obtain a food and beverage license from Lake County Health and Human Services and provide a copy to the City of Two Harbors prior to your event. If your event is for invited guests only, you do not need a food and beverage license.

The Minnesota Department of Agriculture regulates some categories of food, such as Cotton Candy, Popcorn, Caramel Corn, Caramel Apples, Candy Manufacturing, Bakery Manufacturing, Fruit Concessions, Ice Cream Bars (wrapped), Sno Cones, Retail Food Sales (prepackaged meats, fruit, etc.), and Cottage Food Industries (persons making non-potentially hazardous food at home and selling at farmer's markets, bake sales, craft fairs and the like). If you have questions about those items or whether or not you need a permit or license, please contact the MN Dept. of Agriculture at 1-800-967-2474.

7. Insurance

The City prefers that the Renter obtain liability insurance for the Event. The City, in its discretion, may require liability insurance and will inform the Renter of any insurance requirements.

8. Property Damage/Missing Items.

The Renter agrees to reimburse the City for any physical damage to the Community Center or its contents during the Event. The Renter also agrees to replace or pay the cost of replacement for any missing items.

9. Gambling.

If gambling is to be conducted, then the Renter must provide a Charitable Gambling License covering such activity or a Certificate that was filed with the City with respect to such gambling.

10. Indemnification.

The Renter shall defend, indemnify and hold harmless the City and its officials, employees and agents from any liabilities, judgments, losses, costs or charges (including attorneys' fees) incurred by the City or any of its officials, employees or agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with the use of the Community Center by the Renter or by the Renter's guests or invitees, except to the extent caused by the sole negligence, gross negligence or willful misconduct of the City or its officers, employees or agents.

11. Waiver and Assumption of Risk.

The Renter 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. Renter 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 Renter 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.

12. Understanding

Applicant understands and agrees that this is only an application for use and gives no assumed or implied rights for use until this application is approved by the City.

Applicant agrees that the City may deny the Application without cause or reason. By signing below, Applicant affirms that he or she has read and understands this Agreement and all the Rental Rules and Regulations attached to this form, and agrees to fully comply with the terms and conditions of this Agreement and the Rental Rules and Regulations if the City approves this application.

For the Applicant

For the City of Two Harbors

Address

Title

Date

Date

**CITY OF TWO HARBORS
COMMUNITY CENTER
RENTAL RULES AND REGULATIONS**

Definitions

Agreement: the City of Two Harbors Community Center Application and Rental Agreement

Renter: the name of the individual (must be 21 years of age) or organization as listed on the Agreement.

City: City of Two Harbors

Premises: the room(s) and/or areas(s) rented by the Renter.

Rental Period: the event date(s) and time(s).

Rental Fee

The Rental Fee of \$50.00 is due when the Agreement is submitted to the City.

Security/ Damage Deposit

The security/damage deposit of \$50.00 is due prior to the Rental Period, and must be paid prior to picking up the keys. A complete inspection of the Premises will be done after the use or as soon thereafter as possible to determine whether any damage has occurred due to the Renter's use. If the rental period goes outside of normal business hours, the Renter shall be charged an additional \$50.00, which must be paid within two (2) days after the Rental Period. Any additional costs incurred by the City will be deducted from the security deposit. If there is no damage and no additional costs, the security deposit will be refunded to the Renter within two (2) business days. The City may withhold a portion or all of the deposit if the Renter does not adequately clean the Premises. The amount of the deposit does not limit the liability of the Renter for any damage or loss covered by the Renter or the Renter's guests or invitees.

Dances

All dances with a DJ require four (4) chaperones, who are 21 years of age or older, to be present at the expense of the Renter. The names of the chaperones must be submitted to the Two Harbors Police Department thirty (30) days prior to the proposed event for approval.

All dances with a live band require a certified law enforcement officer to be present at the expense of the Renter. A list of approved law enforcement officers available for hire may be obtained from the Two Harbors Police Department.

Use of Facility

The Renter shall abide by the following rules:

1. The Rental Period may not be assigned, transferred, or sublet by the Renter.
2. The Renter shall be solely responsible for supervising the conduct of any persons using the Premises during the Rental Period.
3. The Renter shall leave the rooms and/or areas used in a clean, orderly fashion, including replacing items, which were removed. The tables and chairs shall be arranged according to the attached diagram. All tables must be wiped clean, and the floor swept.
4. The Renter may use the refrigeration, dishwasher and the warming oven. The Renter shall use its own paper towels and dish soap.
5. The Renter shall use only poster putty or masking tape to hang decorations, and shall remove all decorations at the end of the event.
6. The thermostat may be adjusted but must be returned to the temperature it was set at. The key to open the thermostat is attached to the rental keys, the thermostat must be locked upon leaving.
7. The Renter shall dispose of all garbage in receptacles provided, and must not leave any food in the refrigerator. All garbage must be placed in the "indoor" cans

provided. Custodian will take care of removal. Do not use recycling containers outside of back door.

8. The Renter shall lock all doors (north, west, hall, kitchen, maintenance room and restrooms). Allen wrench key must be used to release bar on entry door to allow free use of door. To unlock, insert key into hole in bar, turn, lock open with bar depressed. To lock, insert key into hole in bar, turn to release bar. The door will lock upon closing.
9. The Renter shall also close and lock all windows.
10. The Renter shall immediately return all keys to City Hall, either during business hours or in the drop box.
11. The Renter shall turn off all lights and fans.
12. The Renter shall organize its activities so as to conclude at the time stated in the Agreement.
13. The Renter assumes full responsibility for any damage caused or unlawful act committed in connection with the Renter's use of the Premises.
14. The Renter acknowledges that law enforcement officers may terminate the event if they feel that there is a danger or hazard involved.
15. **Activities and events sponsored by individuals, agencies, organizations or groups shall not discriminate contrary to the laws of the State of Minnesota, and without limitation, shall not discriminate against any person on the basis of race, color, creed, religion, disability, national origin, marital status, sexual orientation, or sex.**

Prohibited

The following are prohibited on the Premises:

1. Gambling. Except for certain lawful gambling events as authorized by Minnesota Statutes §349.166, as it may be amended from time to time. If Renter desires to conduct gambling, then Renter must provide a license allowing such gambling activity to occur or provide a Certificate of Exemption of such gambling.
2. Alcoholic beverages.
3. Candles or any open flame.
4. Tobacco or Smoking of any kind.
5. For profit, commercial activities provided, however, that a person or organization may hold one activity involving the sale of goods on the Premises in any calendar year.

The foregoing provision shall not prohibit the distribution of wine exclusively for sacramental purposes by a rabbi, priest or minister of a church or other established religious organization. Wine will not be allowed to be stored on the premises.

Food Service

Renters may provide their own food and beverage or utilize a professional caterer. It shall be the duty of the Renter to obtain a Special Event Food Service License for the event issued by the Lake County Health Department, if one is required, or a letter from the Lake County Health Department saying no license is needed.

Insurance Requirements

The City prefers that the Renter obtain liability insurance for the Event. The City, in its discretion, may require liability insurance and will inform the Renter of any insurance requirements.