

**ADULT COMMUNITY CENTER
EVENT OR NON-RECURRING MEETING RENTAL AGREEMENT**

This Adult Community Center Rental Agreement (the “Agreement”) is made between the Adult Community Center Commission of the City of Marshall Minnesota (the “Commission”) and _____ (the “Renter”), (collectively, the “Parties”).

WHEREAS, the City of Marshall (the “City”) owns the Adult Community Center (“ACC”) operated pursuant to City Code by the Adult Community Center Commission;

WHEREAS, the ACC is made available to rent for individuals or groups; and

WHEREAS, the Renter has followed the standard application process to reserve space within the ACC for the desired event; and

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

SECTION I: GENERAL TERMS & CONDITIONS

1. Exclusive use of any portion of the ACC requires an executed Rental Agreement and corresponding rental fees.
2. All uses of the ACC are subject to the rules and regulations set forth in City Code, Minnesota Statutes and Rules, and Federal Rules and Regulations, including the Americans with Disabilities Act (ADA), as well as, if a MASC related event, the MASC code of conduct. The MASC code of conduct is available upon request.
3. Renters shall conform to the requirements of the City’s Police, Fire, and Parks Departments as set forth verbally or in writing subsequent to the execution of this Agreement.
4. The ACC/City reserves the right to use its own property and as such, cancellations may be ordered by the ACC with no less than four (4) hours’ notice, unless emergency circumstances exist making notice not possible.
5. ACC personnel shall have access to rented spaces at all times.
6. Renter may not assign, transfer, or sublet the rented space.
7. Renter, or its designee known to and approved by the ACC, is required to be at the ACC during the entire rental period.
8. Renter is responsible for conveying all information, policies, and procedures to all parties involved in Renter’s event.
9. With the exception of service animals, Renters are not allowed to bring animals into the ACC.

SECTION II: RESERVATIONS, FEES, & ACCESS

1. Renter must make room reservations by contacting the ACC office.
2. The room rate and associated fees are subject to the City of Marshall Fee Schedule located on the City of Marshall Website. Fees are subject to change.
3. A damage and cleaning deposit is due at the time of reservation. The deposit may be refunded pending room inspection at the end of the event.
4. The full room rental fee is due when the Renter retrieves the key from ACC staff prior to the start of the event.
5. Renter must retrieve key card Monday through Friday, 8:00 AM – 3:00 PM, except holidays and closures due to inclement weather.
6. The Renter must review and/or sign all applicable paperwork (including this agreement) prior to receiving the keys to the ACC.
7. The Renter, its guests, music equipment, catering equipment, and possessions must be removed from the ACC by the end of the scheduled event, unless prior arrangements are made with ACC staff.
8. Room set-up, including decorating, food preparation, and cleanup are allowed only during the period of time allotted for the reservation. Set-up the day before the rental date is not permitted unless the Renter has also reserved this period of time.
9. Prior to vacating the rented space, Renter must tend to the following:
 - a. Kitchen – Clean the kitchen (if used and/or rented).
 - b. Trash – Consolidate all trash into trash receptacles, remove trash from the floor, and empty all trash receptacles. Trash must be disposed of in the designated dumpsters outside. There is a \$10 dollar fee for any garbage placed in the recycling bins, which will be invoiced to Renter as the address included by Renter in the application.
 - c. Surfaces – Clean up spills from any surface, including floors, tables, and countertops. Items to assist with clean-up, such as brooms and dustpans, may be obtained from the custodial closets. Items must be returned. Missing items will incur a fee of the replacement value of said items.
 - d. Personal Items – Remove decorations and remove food and other items that were brought into the rented space. Any remaining personal items are subject to disposal. Large, abandoned items could incur additional disposal fees.
 - e. Room Layout – All tables and chairs must be returned to the original layout. (Renters are encouraged to take photos of original furniture positions for guidance.)
10. If building/rental space is not restored to its original condition prior to rental, the ACC may charge a fee of \$55 dollars per hour (billed in hour increments only) for custodial fees.
11. The ACC reserves the right to charge any additional charges deemed necessary due to the Renter's expanded use of equipment or facilities, damages, and/or additional clean-up costs.
12. The ACC will charge a service fee of \$30 for each check returned as not payable by a financial institution.
13. Renter is responsible for any and all damage caused by Renter's event attendees or participants.
14. Any accidents or damage to the ACC must be reported to the ACC staff immediately following the Event.
15. Rental rates, minimum rental periods, and availability are subject to change.

Multi-Purpose Rooms & Kitchen Deposit

1. A damage and clean-up deposit may be required. Room fees and deposit rates are noted in the City of Marshall's Fee schedule.
2. The ACC/City will return deposits unless the rented space was damaged during the rental period, or the Renter vacated the rented space without cleaning it.

Access & Keycard Use

1. The room rental fee and deposits must be paid in full, and the Agreement must be signed before the Renter will receive a key to the premises.
2. The key card assigned to the Renter will only function during permitted hours.
3. Key cards are non-transferrable, and unauthorized key card transfer is strictly prohibited.
4. Unauthorized key transfer is subject to any and all applicable civil or criminal penalties.
5. Renter will be responsible for any costs incurred due to an unauthorized key transfer, including but not limited to re-keying of the premises.
6. Lost or stolen keys are subject to a fee of \$10.
7. Renter must comply with any additional rules and regulations required by ACC staff regarding key card use.

SECTION III: CANCELLATION POLICY

1. The Renter may cancel the reservation by contacting the ACC. Renter must speak with a staff person, send an email, or leave a voicemail communicating the intent to cancel the room reservation.
2. Room cancellations must be received no less than fourteen (14) days prior to the event date. If cancellations are received within the required timeframe, the ACC staff will return to Renter the damage and cleaning deposit and any associated fees related to the room reservation.
3. No refunds will be issued for cancellations occurring less than fourteen (14) days prior to the rental date.

SECTION IV: CONDUCT

1. The Renter is responsible for supervising the conduct of those persons attending its event.
2. Disorderly conduct is prohibited and may result in ejection of the disorderly persons from the ACC by public safety, and/or could result in other civil or criminal penalties.
3. Minor children must remain in the rented space unless directly supervised by an adult.
4. Running or playing in the hallways or other common areas is not permitted.
5. If ACC personnel determine that conduct is unacceptable, personnel will immediately notify the Renter. The Renter shall immediately address the situation. If, in the judgment of ACC personnel, the Renter is unable to adequately address the situation, ACC personnel reserve the right to end the event early and require those persons attending the event to immediately vacate the premises. If ACC personnel end an event early, all fees and deposits are forfeited.
6. The ACC is a smoke-free facility. The Renter is responsible for notifying attendees of this policy before the scheduled event.

SECTION V: MUSIC & SOUND EQUIPMENT

1. The use of amplification equipment and resulting sound levels are subject to the approval of ACC personnel.
2. ACC personnel have the sole discretion to determine appropriate sound levels.

SECTION VI: DECORATIONS & SIGNAGE

1. Decorations, banners, and signs shall be affixed to the walls with non-damage-causing adhesive or masking tape.
2. Pins, tacks, hooks or other types of tape may not be used to affix items to the walls.
3. Confetti, sand, rice, glitter, silly string, piñatas, and birdseed are not permitted.

SECTION VII: FOOD & CATERING

1. Food and beverages must remain inside the rented space and are not permitted in the lobby area.
2. Renters may bring in outside food for their own event and must remove, at the end of the event, all unconsumed outside food brought in. Only caterers licensed by the State of Minnesota shall have access to the kitchen for food preparation on site.
3. Any caterer licensed by the State of Minnesota may be used. This catering license must be issued by the Minnesota Department of Health. A copy of this license must be provided to the ACC when the Renter makes the final payment for the room reservation and retrieves the key for the ACC.
4. A fee may be charged for use of the kitchen. Catering equipment and supplies may only be delivered on the day of the event and must be removed by the End Time of the rental.
5. Upon ACC request, an executed Caterer Agreement, along with proof of license and insurance shall be provided at the time the Renter pays the final room fee and retrieves the key to the ACC.
6. The caterer shall name the Renter as an additional insured.

SECTION VIII: INSURANCE & INDEMNIFICATION

1. Neither the City nor the ACC insures the Renter or the Renter's operations or activities. By signing this Agreement, Renter agrees that loss, illness, injuries and damages to attendees or participants or the general public as a result of Renter's activities and/or operations are solely the responsibility of the Renter, attendee, or participant.
2. Renter agrees to indemnify and hold the ACC and the City, and their respective employees, agents, and elected officials harmless from any and all claims, liabilities, or expenses for loss, illness, damages or injuries including attorney expenses that occur as a result of or arise out of Renter's activities or operations as well as the acts or omissions of attendees or participants of Renter's activities or operations while on City and ACC property.
3. The ACC reserves the right to require Renter to carry general liability insurance and name

the ACC and the City as an additional insured for any rental and for any reason. If insurance is required, Renter will be notified in writing. Upon notification, Renter will have twenty days from the date of the written notification to provide proof of insurance in the form of a Certificate of Insurance written in the ACORD format. Failure to obtain the required insurance will result in the cancellation of Renter's reservation.

SECTION IX: USE RESTRICTION AND NON-DISCRIMINATION

1. The Commission shall have the authority, subject to appeal, to prohibit or limit use of the ACC by a particular Renter based upon knowledge that the Renter has caused damage to other public facilities or when disruption, damage, theft or other unfavorable history is recorded from previous use of the ACC.
2. The Commission does not deny access to the ACC on the basis of race, religion, sex, creed, age, sexual orientation or national origin. Allowing any group to use the ACC does not imply endorsement of a group's views by the Commission.

SECTION X: RESERVATION DETAILS

RENTER OR RESPONSIBLE PARTY:

Name: _____
Phone Number: _____ Email: _____
Address: _____
Date of Rental: _____ Time: _____
Room Assignment: _____ Keycard #: _____

I have read the above rental agreement, understand all of the policies contained herein, and agree to abide by these policies. I agree that all activities undertaken by myself, and/or the organization that I represent, as part of this rental agreement is at my or the organization's sole risk. I agree that any injuries to me and/or the organization or its property arising out of or connected with my or my organization's participation in the activities related to this rental are my and/or the organization's sole risk. I forever discharge the ACC and the City of Marshall, and their respective employees, agents, and elected officials from all such claims, liabilities, demands, injuries, damages, or actions.

Renter: _____ Date: _____

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year above written.

Adult Community Center Commission

RENTER

Print: _____

Print: _____

By: _____
Authorized ACC Official

By: _____
Authorized Representative

Date: _____

Date: _____