

## **ADULT COMMUNITY CENTER RECURRING 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 submitted a written Request (the “Written Request”) to the ACC to use the ACC for a recurring meeting (the “Meeting”); and

WHEREAS, as partial consideration for the use of the assigned meeting space, the Renter will allow the ACC, and the City, to produce messages about Renter’s monthly meetings, to discuss information about the Renter and its organization on various media platforms and/or printed publications; and

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

### **SECTION I: AGREEMENT TERM**

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1. This Agreement shall be for a term of one (1) year beginning on the date this Agreement is signed by the Parties. Renter will have use of the assigned meeting space, once per month as detailed in Section XI of this Agreement. This Agreement will automatically renew on an annual basis pursuant to the same terms and conditions until January 31, 2027, at which time the Parties will reevaluate the terms and conditions of this Agreement.
2. ACC agrees to allow Renter to use the assigned meeting space as detailed in Section XI of this Agreement \$ \_\_\_\_\_ (or “at no charge”). Meetings are limited to three (3) hours per month. Meetings longer than three (3) hours per month will be assessed a rental fee pursuant to the fee schedule on the City’s website.
3. Meetings that consistently go longer than three (3) hours per month will be cause for contract amendment or termination.

### **SECTION II: GENERAL TERMS & CONDITIONS**

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1. Exclusive use of any portion of the ACC requires an executed Rental Agreement and may be subject to additional rental fees pursuant to Section I(2).
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), and if applicable, the MASC code of conduct. The MASC code of conduct are available upon request.

3. Renter 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 ACC officials with at least 4 hours advanced notice unless emergency circumstances dictate otherwise.
5. ACC personnel shall have access to rented spaces at all times.
6. Renter may not assign, transfer, or sublet the reserved space.
7. Renter, or its designee known to and approved by the ACC, is required to be at the ACC during the entire reservation 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.
10. The Renter gives express consent to the City and/or the ACC to share information about Renter's monthly meetings, to discuss information about the Renter and its organization on various media platforms (i.e. radio and social media) and/or printed publications (fliers, local newspaper, etc.). The Renter may revoke consent by notifying the ACC Coordinator via email or letter via postal mail.

### **SECTION III: RESERVATIONS, FEES, & ACCESS**

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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. If applicable, music equipment, catering equipment, and possessions must be removed from the ACC by the End Time specified in this Agreement.
4. Unless specifically allowed by the ACC, room set-up, including decorating, food preparation, and cleanup are allowed only during the period of time reserved by the Renter. Set-up the day before the reservation date is not permitted unless the Renter has also reserved this period of time. Such a reservation is subject to rental fees.
5. Prior to vacating the reserved 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 at address included below.
  - 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.)

6. 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.
7. The ACC reserves the right to assess any additional charges deemed necessary due to the Renter's expanded use of equipment or facilities, damages, and/or additional clean-up costs.
8. Renter is responsible for any and all damage caused by Renter's event attendees or participants.
9. Any accidents or damage to the ACC must be reported to the ACC staff immediately following the Event.
10. Rental rates, minimum rental periods, and availability are subject to change.

### **Rental Fees (If incurred)**

1. If the Renter incurs fees as a result of exceeding the monthly reservation limit, any applicable room rental fee and the damage and clean up deposit are due no more than five (5) business days after the Renter exceeds the monthly limit.
2. If all fees are not paid in full as set out above, the ACC reserves the right to cancel future reservations without notice.
3. The ACC will charge a service fee of \$30 for each check returned as not payable by a financial institution.

### **Multi-Purpose Rooms & Kitchen Deposit**

1. A damage and clean-up deposit may be required if Renter exceeds monthly reservation limit, pursuant to Section I(2). Room fees are noted on the City of Marshall Website. Damage fees will be billed according to actual property damage.

### **Access & Keycard Use**

1. Once the room reservation is confirmed, Renter will receive a building key to use for the duration of the Agreement.
2. The key card assigned to the Renter will only function for the contracted period of time outlined in Section XI.
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 and provided to Renter regarding key card use.

## **SECTION IV: ROOM CANCELLATION & AGREEMENT TERMINATION**

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. Either Party may terminate this contract with or without cause with 30 days written notice to the current ACC coordinator.
3. If the ACC needs to terminate this Agreement for cause, the Commission may assess additional fees or costs incurred resulting from the actions of the Renter.

## **SECTION V: CONDUCT**

1. The Renter is responsible for supervising the conduct of those persons attending the scheduled meetings.
2. Disorderly conduct is prohibited and punishable by ejection of the disorderly persons from the ACC, and/or could result in other civil or criminal penalties.
3. Minor children must remain in the reserved/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 VI: MUSIC & SOUND EQUIPMENT**

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

#### **SECTION VII: DECORATIONS & SIGNAGE**

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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 VIII: FOOD & CATERING**

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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 and must removed unconsumed outside food brought in at the end of the meeting or even. Only caterers licensed by the State of Minnesota shall have access to the kitchen for onsite food preparation.
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 the use of the kitchen.
5. 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.
6. 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.
7. The caterer shall name the Renter as an additional insured.

**SECTION IX: INSURANCE & INDEMNIFICATION**

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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 City reserves the right to require Renter to carry general liability insurance and name the City and ACC 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 X: USE RESTRICTION AND NON-DISCRIMINATION**

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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 XI: RESERVATION DETAILS**

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**ORGANIZATION CONTACT**

Name: \_\_\_\_\_ Assigned Keycard # \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**MONTHLY SCHEDULE** (circle meeting days)

1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>
Monday	Tuesday	Wednesday	Thursday	Friday

**Scheduled meeting time:** \_\_\_\_\_

**Room Requested**

Prairie Winds	Oaktree	MASC	Wildflower	Lobby
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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 Commission and their respective employees, agents, and elected officials from all such claims, liabilities, demands, injuries, damages, or actions.

Renter: \_\_\_\_\_

Date: \_\_\_\_\_

**SIGNATURES**

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

Adult Community Center Commission, MINNESOTA

RENTER

Print: \_\_\_\_\_

Print: \_\_\_\_\_

By: \_\_\_\_\_

*Authorized ACC Official*

By: \_\_\_\_\_

*Authorized Representative*

Date: \_\_\_\_\_

Date: \_\_\_\_\_