

## **Cook Community Center Rental Agreement**

City of Cook  
127 S. River Street  
Cook, MN 55723

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by & between the City of Cook, MN (“The City”) and \_\_\_\_\_ (“the User”) for the rental of the Cook Community Center.

1. **Reserving the Community Center.** To reserve the Community Center, the User must submit a Community Center Rental Application (the “Application”) to the City Clerk at least fourteen (14) days prior to the Event. Applications will not be accepted more than one year in advance of the Event. Applications will be accepted during the City’s regular business hours.
2. **Community Center Rental Agreement.** After the City has approved an Application, the User must enter into a written Community Center Rental Agreement (the “Agreement”) with the City.
3. **Security Deposit.** A security deposit of \$250 must accompany the Application if the Entire Facility is being used. The deposit will be returned if the Application is denied or if the Event is cancelled for any reason by the City or the User. If the Application is approved, the deposit will be returned to the User within fifteen (15) days after of the Event if there is no damage to the Community Center or its contents. The City may withhold a portion or all of the deposit if the User does not adequately clean the Community Center following the Event. The amount of the deposit does not limit the liability of the User for any damage or loss caused by the User or the User’s guests and invitees.
4. **Rental Fee. See rate sheet.** The rental hours include the time necessary for set up and clean up. If the Community Center is available, the City, in its sole discretion, may allow the User to set up the day before the Event.

The rent is due at least seven (7) days prior to the Event. If the User remains in the Community Center past the ending time stated in the Agreement, additional charges may be incurred.

5. **Hours of Use.** An exclusive use rental greater than six hours must be concluded by 1 a.m. the following day; this includes clean-up time. For example, an exclusive (>6 hrs) rental for May 1<sup>st</sup>, must be out of the community center by 1 a.m. on May 2<sup>nd</sup>.
6. **Concessions Area/Food.** Users may provide their own food and beverage (non-alcoholic) or utilize a professional caterer. If the concessions area is used, all dishes & utensils (if used) must be washed, dried and returned to their original location. Use of the concession appliances is NOT ALLOWED (i.e. popcorn machine, pizza machine, etc.). The City reserves the right to request caterer’s license information.

7. Cancellation/Refund Policy. For cancellation requests received by the City at least three (3) days prior to the Event date, no rental fee shall be due. For cancellation requests received less than twenty-four (24) hours prior to the Event date, one-half of the rental fee shall be due. All cancellations must be submitted to the City Clerk in writing. The City reserves the right to cancel the Event. If the City cancels the event, the User shall be entitled to a full refund of any rent paid. Any refund of the rental fee shall be paid to the User within fifteen (15) days of the cancellation date.
8. Maximum Capacity. The maximum capacity of the Community Center is 299 persons. Under no circumstance shall the number of persons at an Event exceed the maximum capacity. (Actual available *seating* is approximately 249.)
9. Alterations. The User shall not make any alterations to the Community Center that are not approved by the City. Alterations include any items that shall be hung, glued, taped, tacked, or in any other way affixed to the walls, ceiling, floor, windows or light fixtures of the Community Center. Painter's tape and 3M mounting putty are acceptable.
10. Building Access. The Community Center will be available for access at the time reserved and keys will be available at City Hall the day before the Event. If the Event is on a Saturday or Sunday, keys must be picked up no later than 4:30 p.m. on the Friday before the Event. The User shall ensure that everyone is out of the building before leaving and is responsible for locking the Community Center following the Event. Keys must be returned to City Hall during normal business hours or placed in the City's utility bill payment box no later than 24 hours after the end of the Event. *A charge of \$25 will be assessed in the case of a lost key.*
11. Access by City. The User shall permit the City's officials, employees or agents to have access and to enter the Community Center at any time during the Event.
12. Clean Up. **The User is responsible for leaving the Community Center in as good or better condition than found. All tables and chairs must be returned to their original position. All floors must be swept and mopped. Bathrooms must be cleaned. Cleaning supplies are in the janitorial closet or under the sink. The User must empty all garbage into the dumpster next to the Community Center. Instructions/check-off list are provided for user.**
13. Entertainment. No music is to be played after midnight. User will inform DJs/bands of this.
14. Security. All Events shall be operated and supervised to the satisfaction of the City. The City may require, as a condition of approval of the Application, that one or more security guards be present at the Event.
15. Admission Fee. The User may not charge an admission fee, sell tickets or solicit donations at the Community Center without the express written permission of the City. The City reserves the right to check permits and licenses.
16. Smoking. Smoking in the Community Center is prohibited at all times.

17. Law/Ordinances. The User must comply with the laws of the State of Minnesota and City ordinances. The City has the right to terminate use of the Community Center during any Event if the User violates any State laws or City ordinances. All fees shall be forfeited when an Event is terminated for this reason.
18. Alcohol Policy. The possession, use or sale of alcoholic beverages is permitted in the Community Center ONLY under the following conditions & with approval by the City of Cook:
- *A non-profit organization may obtain a temporary liquor license prior to the Event if alcohol is served or sold, OR*
  - *A caterer/food establishment (**with a liquor license**) is hired to serve at the event, OR*
  - *A retail on-sale intoxicating liquor license holder may extend their license at a community festival.*
  - The User must have adequate procedures in place to ensure that no one under the age of 21 is served alcohol and to ensure that no one is served alcohol in an amount to cause intoxication.
  - The serving of alcohol must end at least one (1) hour prior to the end of the Event.
  - “Bring Your Own Bottle” functions are prohibited.
  - **Proof of liability insurance is required if alcoholic beverages are served. (See below)**
19. Insurance Requirements. The City, in its discretion, may require the User to obtain liability insurance for an Event serving alcohol. If liability insurance is required, the following requirements apply:
- \$1,000,000 minimum
  - Insurance shall cover liability for injury death and property damage including coverage for alcohol related claims.
  - The insurance policy must be issued by an insurance company licensed to do business in Minnesota acceptable to the City.
  - The City must be named as an “Additional Insured” on the policy.
  - At least seven (7) days prior to the Event, the User must give to the City a certificate of insurance showing the required coverage.
20. Restricting Use. The City Clerk shall have the authority, subject to appeal of the City Council, to prohibit or limit use of the Community Center by a particular User based upon knowledge that the User has caused damage to other public facilities or when disruption, damage, theft or other unfavorable history is recorded from previous use of the Community Center.
21. No Discrimination. The City does not deny access to the Community Center on the basis of race, religion, sex, creed, age, sexual orientation or national origin. Allowing any group to use the Community Center does not imply endorsement of a group’s views by the City.
22. Accidents/Damage. Any accidents or damage to the Community Center must be reported to the City Clerk following the Event.

23. Personal Property. The City will not be responsible for any personal property belonging to the user or the user's guests or invitees.
24. Park Gazebo. The outdoor gazebo in the park can be reserved for use in conjunction with an exclusive Community Center rental. Otherwise, the City will not restrict public use of the gazebo during an Event.
25. Park Playground and Ball Fields. The City will not restrict public use of the fields & playground during an Event. User understands there may be other residents using the parking lot to access ball fields and/or playground.
26. Open-flame candles are prohibited; battery-operated candles may be used as a substitute. (Sterno candle usage for food warmers is allowed.)
27. The City will not be responsible for any losses/problems due to unforeseen equipment failure or power outages that occur when the building is rented.
28. Priority of Use. The City shall have first priority for all governmental activities. The priority for all other uses shall be determined on a first-come, first-served basis.

By signing below User agrees to follow any and all community center rental policies:

\_\_\_\_\_  
User

\_\_\_\_\_  
Date

#### HOLD HARMLESS AGREEMENT

I understand that my use of the Community Center is voluntary and that I am using it for my benefit only, or for the benefit of the group I represent. I agree that my use of the Center is undertaken at my own risk, or at the risk of the group I represent, and that the City of Cook will not be liable for any claims, injuries, damages or whatever nature incurred by me or member of my organization due to negligence of member of my organization, or the negligence of third parties. On behalf of myself, and the organization I represent, I expressly forever release and discharge the city, its agents or employees, from any such claims, injuries or damages. I also agree to defend, indemnify, and hold harmless the City from any claim, injuries or damages of whatever nature arising out of or connected with the use of the center. I also agree to reimburse the City for any damage, breakage, maintenance, or theft of equipment or real property, beyond the damage deposit figure if so warranted.

\_\_\_\_\_  
User

\_\_\_\_\_  
Date