



COMMUNITY CENTER RESERVATION AGREEMENT

Applicant Name _____

Address _____ City _____ State ____ Zip _____

Organization: _____ Non-Profit

Phone _____ E-mail _____

Reservations must be a maximum of 1 year in advance.

Reservation Date _____

Time _____ to _____

A \$50.00 deposit is due with return of contract. Rental fee must be made prior to the reservation date.

- Deposit: \$50.00
- Hall and Kitchen: \$100.00
- Meeting Room & Kitchen \$50.00
- Meeting Room Only: \$25.00

Keys: The building will be open on the day and at the time the renter has rented the building. In some cases, the building may be locked. In the event it is locked, the renter will be given a key or door code to gain entrance.

Occupancy: The maximum occupancy of the hall is 192 people for banquet type seating. There are 20 - 8' tables and 153 chairs in the hall. The maximum occupancy for the meeting room is 36 people for banquet type seating. There are 3 - 8' foot tables and 11 chairs in the meeting room.

Decorations: Use of tacks, nails or staples for hanging decoration is NOT allowed on any surface. Use discretion when using tape. Painter's tape is preferred. NO duct tape is allowed. All decorations should be removed upon clean up. Decorations are NOT allowed in the kitchen area.

Kitchen Rules: There are signs posted throughout the kitchen regarding procedures for kitchen use. The renter is responsible for following these rules.

Clean Up: The renter is responsible for clean-up. All decorations and garbage need to be removed. There is a dumpster by the north door that may be used by the renter to dispose of garbage. Tables and chairs need to be taken down and returned to their storage racks. Used dishcloths are to be placed in the sink. Sinks, stoves, refrigerator and countertops must be wiped down. Dishes are to be cleaned and put back in their proper places. Remove all personal items, including leftover food and paper products, etc. before leaving. Anything left behind will be disposed of by the City of Ellendale

Inventory: The kitchen is stocked with coffeepots, dishes, silverware, glasses, cups, pitchers and dishcloths. Inventory of kitchen items is taken. If there are any items missing, the renter will be billed accordingly.

Damages: The renter shall pay the City of Ellendale for all damages caused by the renter and/or the renter's guests to the building, grounds, furniture, carpet, equipment and any other



contents of the building. If damage to the Community Center occurs, damages are to be paid to the City of Ellendale within ten days from the date a statement has been submitted to the renter by the City of Ellendale.

Deposit/Refunds: A refundable \$50.00 rental deposit is required at the time of booking. Failure to leave the facility in acceptable condition may result in forfeiture of the deposit. The deposit will be refunded at time of returning the Allen wrench to the City Clerk's Office, unless damage occurs. Request for refunds due to cancellation is subject to a cancellation fee. A refund minus a \$10.00 administration fee will be issued for cancellation made 2 weeks (14 days) or more prior to the reservation date. No refund will be given for cancellations 13 or fewer days before the scheduled reservation.

SMOKING IS PROHIBITED IN THE ELLENDALE COMMUNITY CENTER.

Force Majeure: Failure by the City of Ellendale to perform any term or condition of the Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, natural disasters (including hurricanes, earthquakes, floods, etc.), governmental restrictions, power failures, or damage or destruction for any network facilities or servers, shall not be deemed a breach of the Agreement. The City of Ellendale reserves the right to cancel all scheduled reservations and activities due to inclement weather or facility problems/emergencies.

Evacuation: Should it become necessary to shut down or evacuate the premises for reasons of public safety, or safety of collections and/or premises, use of venue for a sufficient time to complete an event will be provided without additional charges, providing such times do not interfere with another scheduled use of the venue. A rental adjustment shall be considered at the discretion of the City of Ellendale in the event it is not possible to reschedule.

Use of Alcohol: If alcohol is being served, rules and regulations listed below must be followed:

- Alcohol service must be concluded by 11:00 pm.
- Renter must comply with state laws and regulations governing the distribution of intoxicating beverages.
- Alcohol may not be consumed or distributed anywhere outside the building without prior City of Ellendale approval.
- If alcohol is being served, the City of Ellendale requires a Special Deputy to be onsite during the times alcohol is being served. The renter is responsible for informing the City that there will be alcohol use. The City will then contract with Steele County. It is a requirement to have one Special Deputy for every 50 people. The City will bill the renter accordingly for Steele County Special Deputy services.

Release, Hold Harmless, Indemnity: Renter hereby releases, holds harmless and indemnifies the City of Ellendale from any and all loss, claim, personal injury, death, damage, demand, liability, suites, causes of action, expense and cost (including court costs), reasonable attorney fees, costs of defense and/or settlement arising directly or indirectly from: a) Renter's entry onto or use of the property or any privilege, activity, or service pertaining thereto; and/or b) Any act, omission, negligence per se, misrepresentation, breach of contract, strict liability or acts of the City of Ellendale.



CITY OF
ELLENDALE

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Insurance: All persons or groups renting the Ellendale Community Center who are serving alcohol must have insurance to cover the event. Liquor Liability insurance is required of all renters and is due no later than seven (7) days prior to the event. The insurance must, at the renter’s sole expense, provide and maintain general liability insurance, including but not limited to bodily injury and property damage liability, insuring the City of Ellendale against all bodily injury, property damage, personal injury and other loss arising out of renter’s use and occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises and sidewalks. The insurance required hereunder shall have a single limit liability of not less than \$1 million, and general aggregate liability of not less than \$2 million, the City of Ellendale shall be named as an additional insured of said policy.

This coverage should protect the renter and the City of Ellendale against alcohol-related accidents as the renter is ultimately liable for the safety of the guests. Any caterers and/or outside vendors, companies and/or institutions must provide certificate of insurance, evidencing General Liability and Liquor Liability to the City of Ellendale, naming the City of Ellendale as stated, and will be delivered at least seven (7) days prior to the event.

Please list the City of Ellendale as an “additional insured”.

Compliance with Laws: Renters and their guests shall comply with all municipal, state and federal laws, rules and regulations of the applicable regulatory agencies, while using the Ellendale Community Center.

Waiver:

I understand that this contract and a \$50.00 deposit fee must be returned in order to reserve the Ellendale Community Center. I have read, understand and agree to the contents of this contract. The person or organization making this application assumes individual and joint obligation for replacements or payment in case of losses or damages resulting from their use of the building facilities, and agree to abide by the rules established by the City of Ellendale.

Signature

Date

Deposit \$ _____	Received On _____	Check/Cash _____	<input type="checkbox"/> Code _____
Balance \$ _____	Received On _____	Check/Cash _____	<input type="checkbox"/> Allen Wrench _____