



City of Warren, Minnesota Recreation Center Rental Agreement

This Recreation Center Rental Agreement (the “Agreement”) is made between the City of _____, Minnesota (the “City”) and _____ (the “User”), (collectively, the “Parties”).

WHEREAS, the City owns a Recreation Center that it rents out to individuals or groups; and

WHEREAS, the User has submitted a Recreational Center Rental Application (the “Application”) to the City to use the Recreation Center for: _____ (the “Event”); and

WHEREAS, the User’s Application has been approved by the City; and

WHEREAS, the City has adopted the Recreation Center Rental Rules and Regulations (the “Rules and Regulations”) which are attached to this Agreement and incorporated herein by reference.

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

1. **Recreation Center.** The City rents its Recreation Center to the User. This Agreement does include use of the Center’s kitchen. Any locked areas of the Center may not be used.
2. **Term.** User shall be entitled to use the Recreation Center from _____ [am][pm] on _____, 20____ until _____ [am][pm] on _____, 20____. This time period includes the time necessary for set up and clean up.
3. **Rent.** User agrees to pay the City the sum \$_____ for using the Recreation Center. The initial rent is due three days prior to the Event, or on the date of this Agreement if less than three days remain prior to the Event. Any additional rent must be paid within seven (7) days after the Event. If the Event is cancelled, the rent will be returned or kept pursuant to the Rules and Regulations.
4. **Security Deposit.** The User paid a security deposit of \$_____ with the Application. The security deposit will be returned or kept pursuant to the Rules and Regulations.
5. **Food.** The City does authorize food to be served at the Event as described in the Application.
6. **Alcohol.** Alcohol [will][will not] be served at the Event. Alcohol [will] [will not] be sold at the Event. If alcohol will be served or sold, the User agrees to comply with all liquor licensing requirements. The City reserves the right to prohibit the serving or sale of alcohol in the Recreation Center. The serving or sale of any alcohol is further subject to the Rules and Regulations.

7. **Entertainment.** The City does authorize entertainment to be provided as described in the Application.
8. **Insurance.** The User [is] [is not] required to obtain liability insurance for the Event. If insurance is required, User agrees to obtain at least the minimum coverage set forth in the Rules and Regulations. The User agree to provide a certificate of insurance to the City showing the required coverage at least seven (7) days prior to the Event and naming the City as an Additional Insured.
9. **Property Damage/Missing Items.** The User agrees to pay the City for any physical damage to the Recreation Center or its contents during the Event. The User also agrees to replace or pay the cost of replacement for any missing items.
10. **Indemnification.** The User 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 Recreation Center by the User or by the User'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 User knows, understands and acknowledges the risks and hazards associated with using the Recreation Center and hereby assumes any and all risks and hazards associated therewith. User 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 User as a result of using the Recreation 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. **Rules and Regulations.** The User certifies that he or she has read the attached Rules and Regulations and agrees to be bound by the Rules and Regulations. The User shall be responsible for ensuring compliance with the Rules and Regulations by the User's guests or invitees.
13. **General Provisions.**
 - A. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
 - B. **Amendments.** Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
 - C. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.

- D. **Captions**. Section headings contained in this Agreement are included for convenience only and form no part of the Agreement between the Parties.
- E. **Waiver**. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- F. **Savings Clause**. If a court finds any portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the Parties caused this Agreement to be approved on the dates below.

By signing this agreement, I declare that I have read, understand and agree to all of the terms and condition of this Agreement.

User

Date: _____

City Representative

Date: _____