

CITY OF IVANHOE

Event Center Rental Agreement

This Event Center Rental Agreement (the "Agreement") is made between the City of Ivanhoe, Minnesota (the "City"), and _____ (the "User"), collectively (the "Parties").

WHEREAS the City owns a building that has an Event Center in the center part of the building on that real property describes as follows: 116 E Saxton Street of the City of Ivanhoe, County of Lincoln, State of Minnesota, hereinafter ("Premises").

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

1. For any event, prior to your reservation date, you may be contacted by a city to help coordinate support for your event.
2. **PROPERTY DAMAGE/MISSING ITEMS/CLEANING DEPOSIT:** The User shall pay deposit One Hundred and No/100 (\$100.00) Dollars to the City for the damage and cleaning deposit which will be returned to user if there is no damage, and the Event Center has been properly cleaned after the premises are used by the User. The City shall determine if the Event Center has been properly cleaned before said One Hundred and No/100 (\$100.00) Dollars is returned to User. On request, City Staff will perform a walkthrough with you to verify the condition of the facility before your event. Renters shall be financially responsible for any and all damage to equipment, facilities, and grounds as a result of their use including pay the replacement cost for any missing items and shall reimburse the City of Ivanhoe in full for the expense of such. This covers unclean dishes in the kitchen, excessive drink spillage, garbage (drink cups, beer cans, etc.) left on the floor, and/or damage to equipment of the facility. Any janitorial services needed in excess of 2 hours will be charged to the renter at a rate of \$50 per hour. In renting, leasing, or making available the use of its facilities, the City of Ivanhoe assumes no responsibility for:

- a) Loss or damage to any property placed on the premises by the renter.
- b) Loss or damage to any property or personal effects, including motor vehicles and their contents of the renter, its members, employees, agents, participants, guests, or attendees.
- c) Costs associated with any production or event

3. **DECORATIONS:** Items already hung are not to be removed. Tables are not to be drug across the floor but are to be lifted or moved. Nails, screws, or fixtures of any kind may not be driven into the walls, woodwork, floors, or ceilings. Items such as glitter, tape and stickers are not to be used as they create more cleanup for staff. If you discover any damage, contact City Staff immediately so that it can be properly noted and repaired.

4. **ALCHOLIC BEVERAGES:** The City of Ivanhoe, through the Ivanhoe Municipal Liquor Store holds the liquor license for the establishment and will not serve alcohol to minors. No alcoholic beverages can be brought in from the outside. The Ivanhoe Municipal Liquor Store also provides all bartenders, and a bar is set up for all reservations requesting this service at the time your reservation is made. Please call city hall at 507-694-1738 to make arrangements and coordinate any special requests or needs that you may have of the bar and event staff. It is **STRONGLY SUGGESTED** that you discuss your event plan with ILS manager so that there is enough of the right kind of materials on hand at the right times (for example during wedding toasts) to accommodate your event. ILS will determine the minimum bar sales or bartender fee for each event.

5. **RENTER'S RESPONSIBILITIES:**

- a) Set up and removal of all decorations is solely the renter's responsibility.
- b) Dishes must be washed with soap, dried, and put away as you found them.

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c) Initial Cleaning of the facility – It is expected that all garbage is removed from the area that you used; any spills are mopped up; and that all tables and chairs are orderly in appearance or stored properly on their carts.

d) Any time renters leave the facility, the doors shall be locked to avoid damage to property and/or facility.

6. **HOLD HARMLESS AGREEMENT.** The renter, lesser, or user indemnifies and holds harmless the City of Ivanhoe, all its officers, employees, volunteers, and agents against all claims, losses, or liabilities, judgements, losses, costs or charges (including attorney's fees) incurred by the City or any of their officials, employees or agents as a result of any claim, demand, action or suit relating to any bodily injury associated with the use of the Event Center by 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 their officials, employees or agents.

7. **WAIVER and ASSUMPTION OF RISK** The User knows, understands and acknowledges the risks and hazards associated with using the Event 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 Event Center and hereby irrevocably releases and discharges the City and any of its officials, employees or agents from any and all claims of liability.

8. **INSURANCE.** The City of Ivanhoe requires an applicant to show proof of liability insurance to protect the City of Ivanhoe against liability as may be associated with usage. Event insurance is available to anyone and may be purchased through gatherguard or your local insurance agent. Visit www.gatherguard.com or Panka Insurance Agency for answers and a free quote.

9. **ACTIVITIES.** The City of Ivanhoe reserves the right to control all activities and to eject any person(s) disregarding the rules and regulations of the facility. In such cases, there will be no refund of fees.

10. **SAFETY.** No tables, chairs, or other obstructions will be permitted in passageways, aisles, or emergency exits such as hinder entering or exiting the facility.

11. **LAWS.** The renter shall abide by all local ordinances as well as state and federal laws.

12. **EQUIPMENT USE.** No tables, chairs or other equipment may be removed from the Center without prior written permission from the City of Ivanhoe, City Council.

13. **OCCUPANCY.** Occupancy limits for rented areas shall not exceed (250 people).

14. **PAYMENT.** Payment of rental charges and deposit of \$100 are due in full at the time of making your reservation. If rental is not confirmed by payment within seven (7) days of date requested, the date will be released from the calendar for another booking. Please make checks payable to the **CITY OF IVANHOE** and return with signed contract.

15. **CANCELLATION FEES:** Should your event be canceled; the rental charges shall be refunded at the following rates:
90 days or more prior to the event – **100%** / 45-90 days prior – **50%** / Less than 45 days – **Non-refundable**

16. **WAIVER OF RENTAL FEES.** If your group or organization wishes to have rental fees reduced or waived, a written request must be presented to the Ivanhoe City Council at the regular Council meeting (held on the first and fourth Monday of each month) prior to the event. If the waiver is granted, floors must be swept and spot mopped as needed, tables & chairs cleaned and returned to their original location, all equipment/dishes used must be washed, dried, and returned to their original locations, and garbage taken out to the dumpster located on the south side of the building. Failure to comply may result in charges and/or loss of future rental ability.

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RENTER'S NAME: _____

MAILING ADDRESS: _____

PHONE: _____

RESERVATION DATE: _____

_____ Main Hall (ONLY) (no bar or kitchen) - 4 hours or less \$100 - 4 hours or more \$200

_____ Full Facility Rental (Main Hall, Bar & Kitchen) \$350.00 (must have food permit to prepare/sell food)

_____ Wedding event \$500 with \$100 returned if center is cleaned

_____ Local Non-Profit (contact the City) Minimum Sales/Bartender Fee \$_____ (Set by ILS per event)

Total Enclosed \$ _____

Event Details – You must complete this to the best of your ability to help City Staff prepare for your event.		
Type of Event:	PRIVATE – or – OPEN TO THE PUBLIC	
<small>NOTE. A mailing list of events held in McKnight Hall is sent to area dance clubs and the newspaper. If your event is PRIVATE, your event will be listed as a private party on the schedule of events</small>		
Nature of the Event:	Banquet / Business Meeting / Dance / Funeral / Graduation / Public Presentation / Weddings	
Estimated Number of People in Attendance:	Set up and Tear Down	
Time that your event starts:	When do you plan to set up your event?	
Time that you estimate your event will end:	When do you plan to clean up following your event?	
Special requests: <i>The City may or may not be able to meet your needs, but this is your chance to ask.</i>		

I have read, understand and agree to the terms of this agreement

_____ Date _____

User Signature

_____ Date _____

City Administrator for City of Ivanhoe

Return one signed copy of this agreement along with payment. Retain a copy for your records.

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