

# DETROIT LAKES PAVILION RENTAL AGREEMENT

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by and between the City of Detroit Lakes, Minnesota, as Lessor, and \_\_\_\_\_, as Lessee, witnesseth:

The Lessor leases to the Lessee, the City Pavilion under the following conditions:

1. This agreement covers a lease of said premises for the following period:
2. The rental fee is \$600.00.
3. The deposit fee shall be \$500.00 and shall be refundable in full or a part thereof, based on the completion of the Pavilion Cleanup Check List attached. Lessee shall be responsible for damages caused to the facility and shall reimburse the City for all costs associated with repairing said damage.
4. All deposit and rental fees must be paid in advance of rental date.
5. The maximum occupancy of the pavilion is 1,162.
6. The Lessee shall be responsible for setting up tables. The Lessee shall use only the City provided tables and chairs and if an event requires more tables and chairs than the City can provide, the City must approve them before they are brought into the pavilion.
7. Absolutely no tape or sharp objects to the main Pavilion hardwood or cement floor. Gaffe tape is permissible and advised for use by bands needing to tape down cords to the floor. Lessee shall not drag or roll any heavy objects across the main hardwood floor. During band events, any equipment used must be loaded and unloaded using the back (east/behind stage) doors. The cost of repairing all damage to the facility caused by Lessee's failure to abide by this provision shall be borne by Lessee.
8. No artificial smoke, fog, or bubble machines are permitted in the Pavilion. No powders, sawdust, or similar materials allowed in or on the pavilion floor. No open flamed candles are allowed. If candles are used, they must be enclosed in an appropriate candle holder. No confetti, "silly" string, glitter, rice, sand, birdseed, rocks or water balloons allowed in or around the building.
9. The Pavilion kitchen is designed as a serving kitchen. All food related activity should be done in the kitchen area, and food service done on the wooden floor should be done with care. Use of the refrigerator, the freezer (there is one freezer and two refrigerators), and the microwave located in the Pavilion kitchen, is included with the rental fee. Please avoid any spillage of liquids on the wooden floor and attend to spills immediately with DRY RAGS ONLY. Any additional cost for garbage removal required during the rental of the pavilion will be borne by the Lessee.
10. A wood decoration board around the perimeter of the Pavilion approximately 13' above the floor is provided for use of tacks, tape, pins, staples, etc. to hang decorations. This wood decoration board is the only location where tacks, tape, pins, staples, etc. are permitted. (No tacks, tape, etc. allowed on the walls, floors, ceilings, or windows). All tape, tacks, etc. shall be removed from this board and disposed of at the conclusion of the rental by the Lessee.

11. Electrical service at the pavilion includes ten 120-volt convenience outlets and two 30-amp/240 volt outlets. In addition, there are four 50-amp 3-pole 4-wire receptacles (refer to attached diagram). All Lessees of the pavilion must adapt to this receptacle by, if necessary, making changes to or adding to the plug end of their equipment.
12. There shall be no intoxicating liquor or 3.2 beer at the Pavilion unless one of the following permits is obtained from the City:
  - a) Temporary On-Sale Intoxicating Liquor License (available to a club, charitable, religious, non-profit organization or holder of an on-sale intoxicating liquor license, i.e. restaurant);
  - b) Temporary On-Sale 3.2 Malt Liquor License (available to a club, charitable, religious or non-profit organization); or
  - c) Permit to Consume Alcoholic Beverages (Fee is \$25.00)
  - d) No smoking is allowed inside the pavilion.

Please contact the City Administrator's Office (contact person: Lynne Krieger) for information on these permits. These permits need to be approved by the City Council. (City Council meetings are held the second Tuesday of each month)

The Lessee agrees to allow unlimited access to the City of Detroit Lakes' employees into the Pavilion for the purpose of the inspection or maintenance during the rental period.

The Lessee shall agree to abide by these rules and regulations set by the City of Detroit Lakes concerning the use of the Pavilion. If the Lessee or their guest's activities cause damage to the Pavilion or potentially cause damage, they will be required to stop the misuse or abuse activity immediately and if they continue the Lessee will be required to end the event and vacate the building immediately. The Lessee will also forfeit all rental fees and deposits and pay for the entire cost of all repairs.

The City of Detroit Lakes reserved the right to terminate the rental contract at anytime during the rental period for misuse or abuse of the Pavilion.

As part of this lease, the Lessee hereby fully releases and discharges the Lessor, its servants, agents, employees, contractors or sub-contractors from any liability whatsoever in any way arising from any and all injuries, losses, and/or damages to person and/or property sustained or received on or about said Pavilion during the term of this lease. Additionally, the Lessee agrees to save harmless and indemnify the said Lessor from any and all expenses arising because of any claim, which may hereafter be presented by anyone for loss or damage or personal injury as a result of use of the Pavilion. The indemnification obligations set forth herein shall not apply to a loss or claim arising solely out of the negligence or intentional misconduct of a Lessor Indemnitee seeking indemnification. Furthermore, the lessee shall provide a copy of their insurance policy, prior to rental of the Pavilion, indicating that they have personal liability coverage at a minimum of \$100,000 per occurrence.

IN TESTIMONY WHEREOF, the parties of this agreement have hereunto set their hands the day and year first above written.

CITY OF DETROIT LAKES, LESSOR

By: \_\_\_\_\_  
Robert Louiseau, City Administrator

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