

COMMUNITY CENTER BOOKINGS LEASE AGREEMENT AND FEE SCHEDULE

City of Nisswa, PO Box 410, Nisswa, MN 56468

218-963-4444

Today's Date: _____ Tax Exemption (Non-Profit) ID# _____

Type of Event: _____

Event Date: _____

Name: _____

Address: _____

Phone Number (s): _____

Email: _____

COMMUNITY CENTER RENTAL CHARGES

PARTY PACKAGE: OVER 100 PEOPLE

- ☐ 1 – Day: \$850 ☐ 2 – Day: \$1125 ☐ 3 – Day: \$1400

HOURLY / DAILY RATE: UNDER 99 PEOPLE

- Monday – Thursday ☐ \$30 / hour ☐ \$175 / day
Friday – Sunday ☐ \$45 / hour ☐ \$350 / day

LOCAL NON-PROFITS

- Monday – Thursday ☐ No Charge *Baxter, Brainerd, Breezy Point,
Friday – Sunday ☐ 50% discount Crosslake, Lake Shore, Merrifield,
Nisswa, Pequot Lakes

*For weekend (Fri-Sun) bookings for the months of April-October, Party Packages will be booked first, after February 1st; it will be open to any event. You may be put on a waiting list.

**Community Center Rental Charges are discounted or no charge for Local Non-Profits, Additional Options will be charged at full price.

ADDITIONAL OPTION CHARGES

SETUP OR TAKE DOWN OF TABLES AND CHAIRS

- ☐ 1 – 15 Tables: \$50 / each ☐ 16-25 Tables: \$75 / each ☐ 26-35 Tables: \$100 / each

CLEANING

- ☐ \$75 / hour

KITCHEN USE

- ☐ \$50

CHILDREN'S TOYS

- ☐ \$50

AUDIO VISUAL EQUIPMENT

- ☐ \$50

SECURITY DEPOSIT

- ☐ Hourly / Daily Rental: \$100 ☐ Party Package: \$500

*Security deposits are due at time of reservation and holds the event. The deposit will be cashed and refunded once building has been inspected. Security deposits may be waived at the discretion of Parks & Recreation Director.

BAR REQUESTS

- ☐ Bartenders/Servers
- ☐ Additional Needs: beer, kegs, wine, and liquor

****ALL LIQUOR/BARTENDER DETAILS AND COSTS ARE SETUP WITH TERRY WALLIN, PICKLE
MANAGER 218-963-0085****

Total Rental Charges \$ _____

Security Deposit Paid \$ _____

1. **Lease Agreement made on** _____
2. **Parties:** City of Nisswa as Owner and _____ as Tenant(s).
3. **Leased Property:** The Owner agrees to lease to the Tenant the Nisswa Community Center
☐ Private Meeting Room ☐ Main Room ☐ Kitchen ☐ Grass Area ☐ Parking Lot
4. **Lease Term:** The term of this lease is for: Date _____, from (time) _____ to (time) _____. All Tenants shall be out of the Community Center no later than 1:00AM
5. **Rent:** The rent for this property is \$ _____ payable in full 30 days prior to the rental date.
6. **Security Deposit:** Tenant shall deposit with the City of Nisswa the sum of \$500.00/\$100.00 before using the Community Center property, as a security deposit. The City shall mail the deposit to the Tenant within 14 days after expiration of the Lease Term so long as the property has not been damaged by the Tenant (or guests of the Tenant) or Tenant's negligence, and is conditional upon the Tenant cleaning up the Community Center and leaving the Community Center in as good a condition as it was before the Tenant took possession. If there is any damage to the Community Center by the Tenant, the security deposit will be used to pay for the actual damages and clean-up costs incurred by the City in repairing the damage to the Community Center. Any costs incurred by the City in excess of the security deposit shall be reimbursed by Tenant to Owner. Your date is secured upon receipt of your security deposit.
7. **Confirmation:** Lease agreement will only be valid once you have received a signed agreement by a City official. Please bring confirmed lease agreement to receive key.
8. **Keys:** Tenant may pick up a key at City Hall during normal business hours. The Tenant agrees to return keys within 48 hours of the conclusion of rental. A fee of \$50 may be charged to the Tenant that does not return keys within 48 hours of the conclusion of rental. A fee of \$250.00 will be charged to the Tenant for lost keys. Allowing access to others may result in a cancellation of a Tenant's lease agreement with no refund or future access to the Community Center.
9. **Use of Property:** The property shall be used for _____ and for no other purpose without the written consent of the Owner.
10. **Sublease:** The Tenant may not sublease the property without the written consent of the Owner.

11. **Tenant's Maintenance Responsibilities:** The Tenant agrees to clean up the Community Center and pay for any damages to the Community Center during the lease term. The Tenant shall not place cardboard boxes in the Community Center dumpster. Cardboard shall be placed in the recycling bins located north of the Community Center.
12. **Fee Schedule:** Listed on page 1 of this agreement is the current Rent & Fee Schedule adopted by the City of Nisswa.
13. **Adult Supervision:** All activity must have adult supervision.
14. **Capacity:** The capacity of the building will not exceed 299 pursuant to the State Fire Marshall. This includes guests, wait staff, caterers, servers and bartenders. Amount of guests attending event: _____. However, we have 35 tables (seats 8 each) to comfortably seat 280 people.
15. **Consumption of Alcohol:** Pursuant to Minnesota Law, use of alcoholic beverages is permitted under certain circumstances, providing all licenses, insurance, law enforcement and indemnification clauses are provided for by the Tenant. **No outside alcoholic beverages will be permitted.** Those seeking the use of alcoholic beverages must indicate this at the time of application. Any Tenant found to be serving alcohol that has not made prior arrangements will be subject to the following: forfeiture of the full Security Deposit; confiscation of the alcohol by law enforcement personnel; and the Tenant will be banned from future rentals of the Community Center. All music shall cease by 12:00 midnight, or at the discretion of the Nisswa Police Department. Last call for serving alcohol shall be 12:00 midnight. All activities are to cease by 12:30AM and the building vacated by 1:00AM.
16. **Smoke Free Facility:** Tenant agrees that the Community Center is a smoke free facility. Tenant agrees that neither Tenant nor any of the Tenant's guests, invitee, or licensees shall smoke cigarettes, e-cigarettes, marijuana, illegal drugs or any other form of tobacco on the premises while this lease is in effect.
17. **Indemnification:** The Tenant shall defend, indemnify and hold harmless the City of Nisswa and its officials, employees, and agents from any liabilities, judgments, losses, costs or charges (including attorney's fees) incurred by the City of Nisswa 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 Community Center by the Tenant or by the Tenant's guests or invitees, except to the extent caused by the sole negligence, gross negligence or willful misconduct of the City of Nisswa or its officers, employees or agents.
18. **Remedies for Default:** If Tenant violates any of the terms of this lease; Tenant may be evicted immediately and without prior notice. If Tenant violates the term of this lease, but Owner does not sue or evict Tenant; Owner may still sue or evict Tenant for any violation of any term of this lease. If Owner brings any legal action against Tenant, Tenant must pay Owner's actual attorney fees and court costs, even if rent is paid after the legal action is started. Owner's and its authorized agents may enter the property at any reasonable time to

inspect, improve, maintain, repair the property, or do other necessary work or to show the property to other potential Tenants. Owner may use its legal rights and remedies in any combination. By using one or more of these rights or remedies, Owner does not give up any other rights or remedies as may have.

19. **Pets:** Tenant may not keep or allow animals or pets of any kind on the property, with the exception for “service animals”.

20. **Tenant Covenants:**

- Tenants shall not prop doors open;
- Not to act in a loud boisterous, unruly or disorderly or disturb the right of guests or other residents in the neighborhood or to allow his/her guest to do so;
- Not to use or store on the property any flammable or explosive substances;
- Not to interfere in the management and operation of the Community Center;
- Not to allow Tenant’s guests to bring alcohol into the Community Center;
- Not to place on walls or allow Tenant’s guests to place on the walls, any tape, racks, nails, signs, ads, or decorations. Command strips will not be used. Only approved place to hang or tack things, is from the tack strip already on the walls;
- No open flame candles shall be used; battery operated tea lights are permitted;
- No confetti, tiny cut outs of doves, wedding bells, brides, grooms, glitter or containers that have glitter as part of the outside shall be used;
- Tenants shall not suspend decorations or lights from the ceiling grids. Only approved place to hang decorations is from hooks already in place on the ceiling.

21. **Tents:** No staked tents allowed without prior approval.

22. **Cancellation Policy:**

121 days or more from rental date – 50% of Total Fees Retained

91 days to 120 days from rental date – 75% of Total Fees Retained

0-90 days before rental date – 100% of Total Fees Retained

Signature of Tenant

Date

Print Name

Signature of City Official

Date

Please make checks payable to: City of Nisswa. You may mail your check to: PO Box 410
Nisswa, MN 56468

The Security Deposit will be cashed upon receiving a signed lease agreement. After a determination that no damage or additional cleanup was needed, a full refund will be made to the tenant. If there was additional cleanup or damage repairs, a refund for the remaining balance will be issued to the Tenant.

COMMUNITY CENTER CLEANUP CHECKLIST

*Cleaning supplies are in the closet located in the hallway

Main Room

- ☐ Tables wiped off and stacked (do not drag on the floor)
- ☐ Chairs stacked (storage for tables & chairs are behind the double doors at the east end of the room)
- ☐ Vacuum the carpet
- ☐ Floor mopped

Kitchen

- ☐ Garbage cans emptied and new liners put in
- ☐ Dishes, Silverware, and Coffee pots washed and put away
- ☐ Clean refrigerator
- ☐ Please remove food, drinks and dishware
- ☐ Floor mopped

Bathrooms

- ☐ Empty garbage cans & new liners put in
- ☐ Clean counters
- ☐ Floors mopped

Hallway & Entry

- ☐ Floors mopped

Please turn off all the lights and make sure the doors and window are locked. Return key(s) to City Hall.

Thank you very much for using the Nisswa Community Center for your event!