

Community Center - Conditions of Use

Hereinafter referred to as **LESSEE**. The **CITY** grants to **LESSEE** permission to use the Community Center for the purpose(s) and date(s) as shown below and upon all of the conditions set forth herein.

LESSEE agrees to furnish everything necessary to said event not hereinafter agreed to be furnished by the **CITY** and agrees to pay **CITY** for use of said space upon execution of this agreement (prior to the event date), the sum of \$20.00 per hour Monday - Sunday (Not-for-profit groups will receive a \$5.00 per hour discount). These fees do not include the use of the kitchen (which is only available for weekend events on a first come first serve basis with the Senior Center).

CITY agrees to pay all utility charges incurred by the facility including gas, water and electricity.

CITY assumes no responsibility whatsoever for any property placed in the Community Center by the **LESSEE**.

LESSEE will pay for any damage to the Community Center or its property or equipment or to the property of any person or entity resulting from the activities or use of the Community Center by the **LESSEE** or **LESSEE'S** employees, agents, contractors, members, licenses, or invitees.

LESSEE will pay a \$200.00 damage deposit for weekend events and agrees to any additional charges exceeding the \$200.00 damage deposit for any damage to the Community Center or its property or equipment.

LESSEE agrees to return the key and if not done within 3 business days, a \$40.00 charge will be deducted from the \$200.00 damage deposit.

LESSEE agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify and save harmless the **CITY** against any and all claims for loss, injury, or damage to persons or property including claims of employees of **LESSEE** or any contractor or subcontractor arising out of the activities conducted by the **LESSEE**, its agents, members or guests.

LESSEE shall, for certain types of events, be required to furnish satisfactory evidence of general liability insurance, including a copy of the endorsement adding the **CITY** as an additional insured.

LESSEE agrees to cause said premises to be kept clean and generally cared for during said term. **No drugs or alcohol** are permitted on City property.

LESSEE agrees not to post or exhibit any signs, advertisements, show bills, lithographs, posters, or cards of any description inside or outside of the Community Center except in locations specifically and verbally approved by the **CITY**.

Either party may terminate this agreement and all obligations hereunder at any time by giving the other party written notice of such intention. No termination of this agreement shall release the **LESSEE** from any liability that accrued prior to said termination pursuant to this paragraph.

In the event that any portion of this contract is held invalid, the remaining provisions of this contract shall remain in full force and effect.

This agreement represents the entire and complete agreement of the parties. This agreement supersedes any prior agreements, understandings, communications, or negotiations, either oral or written between the parties relating to this agreement. This agreement may not be modified except in writing and signed by both parties.

Any decision affecting any matter not herein expressly provided for shall rest solely with the discretion of the **CITY**.

City of St. Charles 830 Whitewater Avenue, St. Charles, MN 55972 (507) 932-3020