



## THE CITY OF EMPIRE PUBLIC WORK BUILDING LEASE AGREEMENT

This City of Empire Public Works Building Lease Agreement (the “agreement”) is made between the City of Empire, Minnesota (the “City”) and

\_\_\_\_\_ (“User”) collectively, (the “parties”).

WHEREAS, Empire owns a Public Works Building (the “Building”) that it rents out to individuals or groups; and

WHEREAS, the User has submitted an application to Empire to use the Building for: \_\_\_\_\_ (the “Event”); and

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

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

Now, therefore, in consideration of mutual promises, covenants, and conditions contained herein, and for such other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. This agreement shall entitle the User to use the Building from \_\_\_\_[am][pm] on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ until \_\_\_\_[am][pm] on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_. This time includes the time necessary for setup and cleanup.
2. User agrees to and guarantees to the City that the rental will follow all State of Minnesota and Minnesota Department of Health Guidelines regarding COVID-19 at the time of the rental, including but not limited to capacity limits and requirements regarding social distancing, cleaning, and the serving of food and beverages.

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3. User agrees to pay the City the sum of \$\_\_\_\_\_ for using the Building, by cash or by check.
4. The full rental fee (100%) is due on the date of this agreement as a guarantee to reserve the Building on the date stated in section 1 above.
5. If the event is cancelled, the rent will be returned or kept pursuant to the Rules.
6. The User shall pay a damage deposit of \$\_\_\_\_\_ at least three (3) days prior to the event and must be paid prior to release of a key to the Building. The key to the Building must be picked up Monday through Thursday at the City Hall, during regular business hours, by prior appointment. Damage deposits for residents or approved-non-profit groups may be paid by cash or check. Damage deposits for Regular Users shall be paid in cash or check .
7. The Building shall be in as good a condition or better after the Event as the User found it. Cleaning the Building shall be in accordance with the Rules. The damage deposit will be returned or kept after the event pursuant to the Rules and any applicable law.
8. If alcohol is to be served at the Event, User agrees to comply with any and all alcohol regulations under State or County law. The City reserves the right to prohibit the serving of alcohol in the Building. The serving of any alcohol is further subject to the Rules. The sale of alcohol and the serving of alcohol to minors in the Building is prohibited.
9. If the User is required to obtain liability insurance for the Event, the User agrees to provide at least the minimum coverage set forth in the Rules. User agrees 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 in said policy.
10. The City authorizes / does not authorize entertainment to be provided as described in the application. [Strike provision which is not applicable and initial]
11. The User agrees to pay the City for any physical damage to the Building or its contents during the Event. User also agrees to replace or pay the cost of replacement for any missing items. User understands that it is responsible for any such damage that occurs during the event regardless of how said damage arises.

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12. The User shall defend, indemnify, and hold harmless the City of Empire and its officials, employees or agents from any liabilities, judgments, losses, costs—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 any claim for wrongful death, loss or property damage caused by, arising out of, related to or associated with the use of the Building by the User or by the User's guests or invitees, except to the extent caused solely by the negligence, gross negligence, or willful misconduct of the City or its officers, employees or agents.
13. The User understands and acknowledges the risks and hazards associated with using the Building and hereby assumes any and all risks and hazards associated with such use. User hereby waives any and all claims against the City or any of its officials, employees or agents for any bodily injury, including claims for wrongful death, loss or property damage incurred by the User as a result of using the Building and hereby irrevocably releases and discharges the City or any of its officials, employees, or agents from any and all claims of liability.
14. The User certifies that he or she has read the attached Rules and agrees to be bound by the Rules as if fully set forth herein. The User shall be responsible for insuring compliance with the Rules by the User, its guests, or invitees.
15. This agreement shall be the entire agreement between the parties and shall be deemed to include the Rules. Any other agreements, either written or oral, between the parties are hereby superseded by this agreement.
16. Any amendment to this agreement shall be valid only if it is in writing and signed by the parties.
17. This agreement shall be governed and interpreted in accordance with the laws of the State of Minnesota.
18. A 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.

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19. If a court were to find any particular section of this agreement invalid, the balance of the agreement shall remain in full force and effect.

By signing this agreement User declares that it has read, understands and agrees to all of the terms and conditions of this agreement. User further acknowledges that, by signing this agreement, User has been provided an opportunity to have this agreement reviewed by an attorney of its choice.

Dated: \_\_\_\_\_  
User \_\_\_\_\_

Dated: \_\_\_\_\_  
City \_\_\_\_\_