

**CITY OF MEDINA
HAMEL COMMUNITY BUILDING RENTAL AGREEMENT**

The Renter will rent the Hamel Community Building (the “Building”) from the City of Medina (the “City”) for an event (the “Event”) for the following date, purpose and time:

Renter : _____
(Name of contact person) (Name of organization- if applicable)

Phone Number(s): _____

Date of Event: _____

Purpose of Event: _____

Time of rental: from _____ to _____

The Renter agrees to abide by the following terms and conditions:

1. **TERM OF THE AGREEMENT.** Use of the building begins on the date and time specified above. The Renter may make special arrangements with the Building personnel to have access to the Building prior to the Event if the building is available for deliveries, decorating, and other necessary preparations.

Use of the building terminates ½ hour after the time of rental specified above. At that time, the serving and consumption of liquor, the entertainment/live music must be terminated and the Building must be vacated. The Renter’s clean up will begin at the end of rental time.

2. **RENTS AND DEPOSITS.** The Renter must pay all rental fees and security deposits at the time of signing this Rental Agreement. The Renter’s event date will not be reserved until this Rental Agreement, all rental fees and security deposits are received. All rental fees and security deposits made by personal check shall be received by the City of Medina at least three weeks in advance of the event. Rental fees or security deposits received by the City of Medina within three weeks of the event must be submitted in the form of a cashier’s check or cash. Checks are to be made payable to the City of Medina. All checks for rental fees and security deposits are cashed upon receipt, not held.

The Renter must pay a security deposit in an amount determined by the City in consideration of the nature of the Event. If no damage occurs and all other terms of this Rental Agreement are met, the City will refund the security deposit in full only after a full inspection of the premises (inside and out) and of the equipment. If damage occurs, the amount necessary to make repairs will be withheld from the deposit. The Renter is responsible for any damage done by a contractor or caterer hired by the Renter.

3. **ALCOHOL.**

- a. Malt Liquor and wine (as defined by Minnesota Statute 340A.101 subd. 19 and subd. 29) are permitted to be served in the Hamel Community Building (facility) without a peace officer present. All other liquor that meets legal alcohol content limits in accordance with Minnesota Statute 340A are permitted to be served within the facility, but in the presence of a licensed peace officer. The occupant/user of the facility will be responsible for scheduling/compensating the licensed peace officer. The Medina Police Department shall be contacted (763-473-9209) and must approve the scheduling of a licensed peace officer. The sale of any alcoholic beverages is prohibited.
- b. All required fees and deposits, in accordance with the City’s Fee Schedule, must be paid prior to any alcoholic use in the facility.
- c. Occupants/users of the building are required to provide a certificate of liability insurance in an amount not less than \$1,000,000 to the City of Medina, naming the City of Medina as an additional insured, prior to any use of the building.
- d. Occupants/users of the building must have a copy of the liability insurance coverage with them at the time of the function for the Medina Police to verify alcohol usage and coverage.
- e. The Medina Police Department has the authority to close the facility at their discretion due to unruly behavior, conduct, disturbance of the peace or other violations of law.
- f. Occupants/users of the building that fail to follow the proper procedures for alcoholic beverage use will lose their deposit in full.

4. **USE OF THE BUILDING.** The Renter agrees to abide by the following rules:
 - a. No smoking is allowed inside the Building or outside on park grounds.
 - b. In wet or snowy weather months, the Renter and the Renter's guests should take care to wipe off and dry shoes or boots before walking on carpeting.
 - c. The Renter may not lift the wood blinds. Lighting through windows can be adjusted by wands or string tilts.
 - d. The Renter may only hang items on the designated ceiling hooks and the designated wood strip. The Renter may not hang any items on walls, ceilings, fixtures, woodwork, windows or attach any items to floors. No tacks, nails or any kind of adhesive materials are allowed. Helium balloons must be secured and are not allowed to float freely to the ceiling.
 - e. The use of glitter and confetti are prohibited.
 - f. The Renter must remove any items or property belonging to the Renter from the Building at the end of the rental time. Items remaining after midnight on the day of rental will be discarded. The City and its employees or agents will not be responsible for any lost, stolen, or damaged belongings in or on the Building property, either before, during, or after the Event.
 - g. Storage rooms, offices, and garage are off limits to the Renter and/or guests. The warming house is not available for rental.
 - h. Exterior bathrooms and the warming house are for public use at any time daily from 8:30 a.m. to 10 p.m.

5. **CLEAN UP.** The Renter agrees to perform the following clean up at the end of rental time:
 - a. Clean the food service area, if used.
 - b. Discard all disposable items, decorations and trash.
 - c. Trash and recyclables should all be taken to the dumpster on the East side of the building.
 - d. Empty and re-line all trash and recycle containers.
 - e. Wash down all tables and chairs.
 - f. Clean any and all spills or accidents.
 - g. Sweep and mop the floors in the food service area, entrance vestibule, and restrooms.
 - h. Pick up and dispose of all litter, paper and debris from adjacent areas and parking lot.

The cost of any additional cleaning done by Building personnel will be deducted from the Renter's security deposit.

6. **INDEMNIFICATION.** The Renter agrees to indemnify and hold harmless the City, its officers, employees and agents from any and all claims, demands, costs, damages, losses, actions, causes of action or judgments which the City may pay or be required to pay by reason of any damage to property or injury or death to any person, employee, firm or corporation occurring during the use of the Building by the Renter, its employees, agents, guests or invitees, or any other person attending the Event. The Renter's liability to the City, including liability for damage to the Building, shall not be limited by the amount of the security deposit. Nothing herein shall be deemed to waive any statutory limits on liability available to the City.

7. **CANCELLATION.** At any time prior to 30 days before the Event, the City shall have the right upon notice to the Renter to cancel the Event and terminate this Agreement. The City shall refund any security deposit and any fees paid under this Agreement, and neither party shall have any further liability to one another. At any time the Renter, not giving the City at least three weeks notice prior to the Event, cancels use of the facility for a reason that is not related to weather conditions shall forfeit their rental fee as penalty; if the rental fee has not been paid, the amount of the rental fee shall be deducted from their security deposit as penalty.

8. **NON-TRANSFER.** This Agreement is non-transferable.

9. **NON SUFFICIENT FUNDS CHECKS.** If the Renter's check is returned because of Non Sufficient Funds, the Renter will be charged a \$30.00 fee in addition to the original check amount.

10. **CIRCLE ONE:** Will you be having alcohol at this function? Yes or No

RENTER _____ **DATE** _____

AGENT APPROVAL _____ **DATE** _____

<u>For Office Use Only:</u>	
_____	Deposit Code: 101-22005
_____	Rent Code: 101-45100-34102



Renter to Fill Out:

Special Function Service Planner

Event Date _____

Group Name (if applicable) _____

Renter Contact Name _____

Cell Phone (or best number) _____

Secondary Phone _____

Email _____

Street Address _____

City State Zip _____

IMPORTANT NOTICE: Any security deposit refunds after the event must be returned to the person that issued the original check. For this reason, the City will return security deposits to the name and address listed on the check. PLEASE make sure the address on your check is current.

Type of Function: _____ Time: _____

Number of Guests: _____ Security Deposit*: \$ _____

Building Rental Fee: \$ _____ Alcohol Rental Fee: \$ _____

<u>For Office Use Only:</u>	
_____	Total Amount Paid \$ _____
_____	Check # _____; Date Pd: _____

*The security deposit is to cover any damage to the facility, violations of the rental agreement, extra clean-up or cancellation of event without 3 weeks notice.

Payment Instructions:

- Deposits and rental fees are payable at booking to reserve the building.
- Checks made payable to: *City of Medina*.
- Any payments made by personal check must be received by the City of Medina at least three weeks in advance of the event. If received within three weeks of the event, it must be submitted in the form of a cashier's check or cash.
- All checks for rental fees and security deposits are cashed upon receipt, not held.

HAMEL COMMUNITY BUILDING

Mailing Address:
City of Medina
2052 County Road 24
Medina, MN 55340

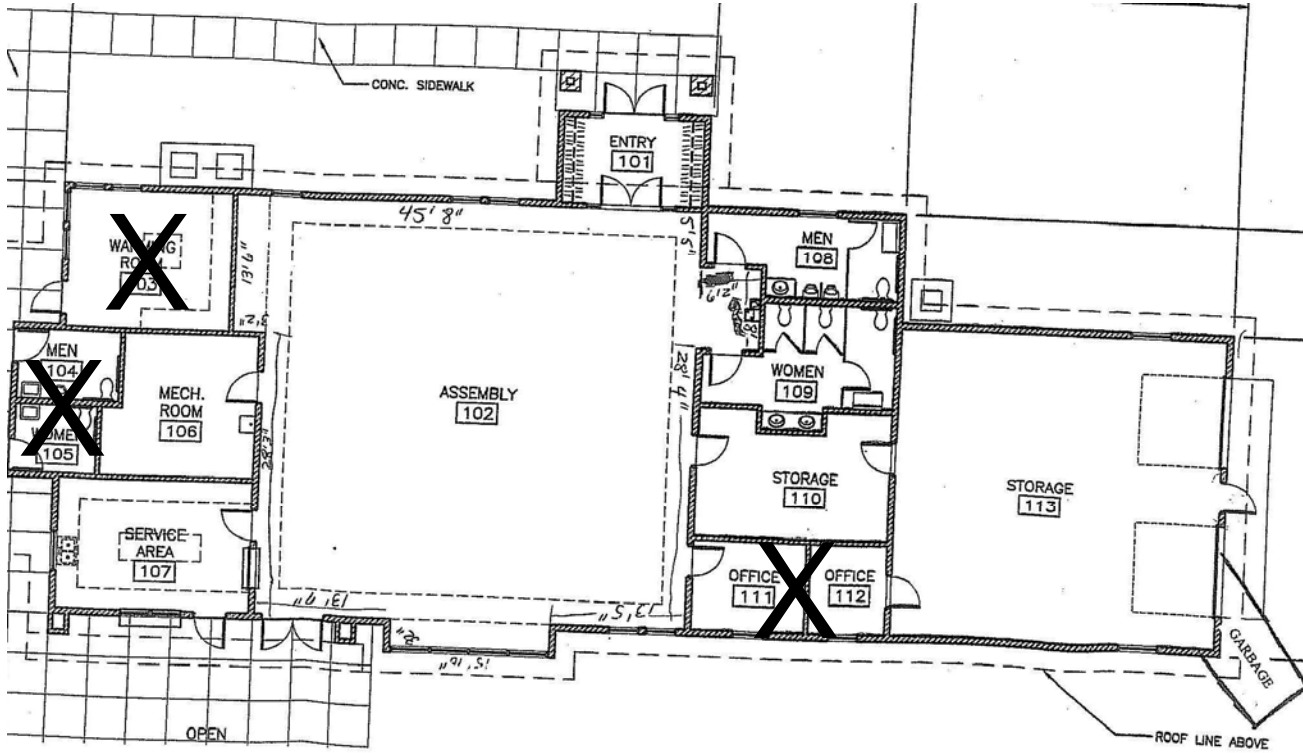
Phone: (763) 458-1838
CITY OF MEDINA

Located:
3200 Mill Drive
Medina, MN 55340

Hamel Community Building Damage Survey

Please inspect the facility prior to your rental date and note any existing damages to the facility to make sure you will not be liable for damages done prior to your event.

Circle in red the damaged locations on the layout and describe the damages on the lines below.



Assembly Room _____

Food Service Area _____

Storage Rooms _____

Bathrooms _____

Ceiling Area _____

Other _____

HAMEL COMMUNITY BUILDING

CLEANING CHECKLIST

- Empty all garbage cans and recycle bins even if small amount in can
 - Replace can liners
- Wipe all tables with disinfectant soap
- Please put all tables and chairs away correctly
 - Tables like sides together
 - Chairs as directed on wheeled carts
- Vacuum main room carpet and all rugs including front entry
 - IF CARPET IS WET, PLEASE USE CARPET CLEANER INSTEAD OF VACUUM
- Wipe main door glass of handprints and smears
- Wipe down food service area (kitchen) with disinfectant spray
 - Wipe counters, appliances and sink
- Sweep and Mop:
 - Front entry
 - Men's restroom
 - Women's restroom
 - Food service area (kitchen)(Mop found in mechanical room behind door with mop bucket)
- Clean Men's and Women's restroom
 - Wipe vanities, sink and faucets
 - Clean toilets and urinals
 - Clean mirrors
 - Empty all waste receptacles in stalls
- Before exiting, please put furnace/air thermostat on "Continuous Unoccupied" setting
- Leave key under office door

Frequently Asked Questions—Hamel Community Building

How do I rent the Hamel Community Building?

After checking the online calendar for openings, call Hamel Lions representative Suzie Sween at 763-458-1838 to confirm availability of your dates. You may then print a contract and special function sheet, fill them out and send them to the City of Medina with a check for the deposit and rental fees to hold your day. The fee schedule for rental fees and deposits are posted on the website.

Who do I make the check payable to?

The City of Medina

Can I write out one check for the deposit and the rental fee?

Yes, please write one check for the total amount (rental fee + deposit). All security deposit and rental fees made by personal check shall be received by the City of Medina at least three weeks in advance of the event. Security deposit and rental fees received by the City of Medina within three weeks of the event must be submitted in the form of a cashier's check or cash. All checks for rental fees and security deposits are cashed upon receipt, not held.

Where do I send the contract and check?

Send to: City of Medina
Attn: Hamel Community Building
2052 County Road 24
Medina, MN 55340

When are the Security Deposit and Rental Fee due?

The security deposit and rental fee are due at the time of signing the Rental Agreement. Your rental date will not be guaranteed until the city has received your security deposit, rental fee, and the signed rental agreement. Security deposit and rental fees made by personal check shall be received by the City of Medina at least three weeks in advance of the event. Security deposit and rental fees received by the City of Medina within three weeks of the event must be submitted in the form of a cashier's check or cash. All checks for rental fees and security deposits are cashed upon receipt, not held.

Is the Community Building in Hamel or Medina?

It is in the community/neighborhood of Hamel, but it is in the City of Medina.

What are the directions to the Hamel Community Building?

The community building is located at 3200 Mill Drive, directly behind Farmers State Bank of Hamel off of Hamel Road. When coming off of Highway 55, turn South on Hamel Road or Sioux Drive into Uptown Hamel.

Who is responsible for setting up the room and cleaning up afterwards?

The person or group renting the building is responsible for the building. Please review the cleaning check list attached to your rental agreement.

How many tables are available?

When renting the Community Building there are fifteen (15) five foot round tables that seat 7-8 people and fifteen (15) eight foot rectangular tables that seat 8-10 people.

How many chairs are available?

When renting the Community Building there are 120 non-folding chairs and 17 folding chairs available.

How do I get a key to the facility for my event?

Your key to the Hamel Community Building will be given to you by appointment before your event or you will be given the code to the lock box. Call Suzie Sween at 763-458-1838 for a convenient time.

If I have rented items from elsewhere that are to be picked up, do I need to be there?

Yes! You are responsible for the building and its contents when pick ups occur. Please make arrangements with the company for time of pick up. Remember, the Hamel Community Building does not have regular open hours so you must let them into the building.

How do I get my security deposit back?

After your event, a HCB representative will assess the building and check for damage, proper put away and clean up. If all is satisfactory, a check will be sent back to you in the mail. It takes two-three weeks to receive your returned deposit check. If there are inadequacies in the above, the City of Medina will assign a fee and issue the remaining balance of your deposit check. Remember that you as the renter are responsible for any damage done by contractors or caterers you hire for your event.

Is alcohol allowed to be served at the Hamel Community Building?

Yes, but the renter must comply with all the terms in the rental contract pertaining to alcohol.

How do I purchase insurance naming the City of Medina as an additional insured for my event that I am serving alcohol at the HCB?

One option would be to call your homeowners or business insurance company and ask if they could produce a certificate of insurance naming the City of Medina as an additional insured in the amount of \$1,000,000 for the day of your event at the Hamel Community Building. If this option fails, another option would be to purchase insurance through the City of Medina's insurance company's tenant user liability insurance program (TULIP). To get a quote or purchase insurance for your event go to www.onebeaconentertainment.com and click on "TULIP (Purchase or Quote)" and enter the facility code: 0501-AZ7.

Where do I call if I have more questions?

Call Suzie Sween at 763-458-1838 for all questions including availability and booking. Most likely you will need to leave Suzie a message and she will return your call within 24-48 hours. Call the City of Medina at 763-473-4643 for general information only.