

**CITY OF HAMBURG  
COMMUNITY CENTER LEASE AGREEMENT**

Lease made \_\_\_\_\_, 2018, between the City of Hamburg, a municipal corporation organized under the laws of the State of Minnesota, herein referred to as “Lessor” and \_\_\_\_\_, herein referred to as “Lessee.”

In consideration of the mutual covenants contained herein, the parties agree as follows:

**I. Description of Rented Property**

Lessor leases to Lessee and Lessee does hereby rent and take as Lessee the following municipal property of the City of Hamburg, State of Minnesota, located at and in the Community Center of the City of Hamburg, and described more particularly as Hamburg Community Center (Fire Hall), 181 Broadway Ave., Hamburg, MN 55339.

**I. Purpose**

Lessee represents that such premises and property are being rented for the purpose of \_\_\_\_\_,

and for no other purpose whatsoever without the written consent of Lessor endorsed on this Lease, for the \_\_\_\_\_ day of \_\_\_\_\_, 2018, beginning at \_\_\_\_\_ and ending by 2:00 a.m.

Lessee may access the premises the day prior to the rental date for set-up no earlier than 3:00 p.m. If the premises is needed before 3:00 p.m. the lease will be reflective of a two day rental.

**II. Furnishing of Services & Property**

Lessor shall furnish the following services and property:

**III. Rent**

Lessee shall pay the Lessor for the use of said premises and facilities the sum of **\$200** for the use of the said property, as described above, and the providing of the above-described services, if any.

Lessee shall pay to Lessor on demand any sum which may be due to the Lessor for additional services, accommodations, or materials furnished or loaned by Lessor and to permit Lessor, in case of failure to pay such sum, to take from any box office receipts or any other receipts belonging to Lessee a sufficient amount to secure Lessor against loss.

**IV. Community Center Rules and Regulations**

Lessee hereby expressly consents and agrees: That all doors to the Community Center will remain unobstructed, that all doors and exists shall remain unlocked and in working order, that the City of Hamburg may, through either a City Official, employee or a Carver County Sheriff’s Deputy, come on the premises at any time for any reason and observe the activities taking place, and all activities shall be both lawful and reasonable.

Lessee shall abide by and confirm to all rules and regulations as stated below and from time to time adopted or prescribed by Lessor, for the government and management of said facilities:

1. Rent and Damage Deposit to be paid by rental date.
2. No Stag Parties or Public Dances.
3. No more than 125 people in the building at one time for fire safety per fire code.
4. No Smoking is allowed in the building at any time.
5. Tables & Chairs are to be wiped off and put away where they were found.
6. Kitchen must be cleaned and all garbage is to be picked up and put in Dumpster outside of building.
7. Wipe and mop up any large spills on the floor or in the kitchen.
8. All lights are to be turned off and all doors are to be locked unless other arrangements are made with the City of Hamburg.

The lessee agrees to have read and understand these rules and regulations and will pay for any of the above not done (Rules 5-7) at the rate of \$30/Hr. with a 1-hour minimum.

#### **V. Employees of Lessee**

All persons hired or whose compensation is paid by Lessee are employees of Lessee, and Lessee is responsible for payment of any required workmen's compensation, unemployment insurance, social security and withholding taxes. Lessee, as employer, shall be responsible for all actions of said employees as the employer thereof.

#### **VI. Repairs**

Lessee, at his own expense, shall maintain the demised premises and property therein in good repair, and in at least as good condition as that in which they were delivered, allowing for ordinary wear and tear.

#### **VII. Indemnification Agreement**

Lessee covenants and agrees to save Lessor harmless and to indemnify Lessor against any claims or liabilities, whether brought by Lessee or by any third parties, for compensation and/or damages under the law and/or rules and regulations of the City of Hamburg, County of Carver, State of Minnesota, and/or United States of America, including, but not being limited to, all claims made by any persons against the Lessor under the provisions of the Minnesota Civil Damage Act (more commonly known as "The Dram Shop Act"), all claims based on statutory, regulatory, and common law torts, and all other claims based on public liability and/or property damage liability laws which may arise or accrue by reason of the use of Lessee of the rented premises, regardless of the location, whether on the rented premises or elsewhere, from which such claims may arise.

#### **VIII. Compliance with Law**

Lessee shall comply with all laws of the United States, the State of Minnesota and County of Carver, all ordinances of the City of Hamburg, and all rules and requirements of the fire department and other municipal authorities of the City of Hamburg, and will obtain and pay for necessary permits and licenses, and will not do or suffer to be done anything on said premises during the term of this lease in violation of any such laws, ordinances, rules or requirements. If the attention of Lessee is called to any such violation on the part of the Lessee or of any person employed by or admitted to said premises by Lessee, Lessee will immediately desist from and correct or cause to be corrected such violation.

## **IX. Beer, Wine or Liquor**

Lessee will not cause or allow beer, wine, liquors, setups (soda pop, soda water and/or mixes of any type) and juices or ice to be sold or exchanged for compensation in connection with the use of the Hamburg Community Center, unless such sale or exchange is conducted pursuant to the terms and conditions of an appropriate permit or license obtained from the City. If admission is charged (in advance or at the door) for an event held at the Hamburg Community Center, and if the admission price includes free access to liquor, wine, or beer, those items will be considered to have been “sold” or exchanged for compensation. Alcoholic beverages are not permitted outside the Community Center.

The sale of intoxicating liquor is restricted to those individuals, companies or organizations that are granted a “Temporary On-Sale Liquor License” by the City of Hamburg. Such licenses may be issued only to clubs or charitable, religious or non-profit organizations that have been in existence for at least three (3) years. A Lessee may contract for liquor catering services with the holder of a full-year or temporary on-sale liquor license. All applications for Temporary On-Sale Liquor Licenses must be submitted at least one month prior to the rental date, and must be approved by the Hamburg City Council.

The sale of 3.2 beer is restricted to those individuals, companies or organizations that are granted a “Temporary On-Sale Beer License” by the City of Hamburg. Such licenses may be issued only to clubs or charitable, religious or non-profit organizations. All applications for Temporary On-Sale Liquor Licenses must be submitted at least one month prior to the rental date, and must be approved by the Hamburg City Council.

If Lessee intends to sell or serve liquor, wine, or beer for compensation at any event held at the Hamburg Community Center, the Lessee must supply the City with a Certificate of Insurance, naming the City of Hamburg as an additional insured, showing effective dram shop or public liability coverage (Host Liquor Liability) in the amount of at least \$100,000 for a single claim and at least \$300,000 for multiple claims arising from the same occurrence. The required certificate must be received thirty (30) days prior to the rental date. If it is not received thirty (30) days prior to the rental date, the reservation will be canceled and any rental fees paid will be forfeited. When Lessee desires to make a reservation less than thirty (30) days prior to the rental date, the reservation will not be accepted until the certificate of insurance referred to above, along with any other documents or payments that may be required under other provisions of this Lease Agreement.

Liquor, wine, beer, setups (soda pop, soda water and/or mixes of any type) and juices or ice may be **served** in connection with events at the Hamburg Community Center if they are neither sold nor exchanged for compensation. If beer, wine, or liquors are consumed upon said premises by the Lessee or by any guests, invitees, patrons of any kind or any other third parties, Lessee shall assume all responsibility for such consumption and for all resulting actions and behavior of said persons caused or influenced by such consumption of beer, wine or liquors.

## **X. Damage to Property**

If the premises or any portion of the building or any equipment contained therein during the term of this lease shall be damaged by the act, default, or negligence of Lessee, or of Lessee’s agents, employees, patrons, guests, or any person admitted to the premises by Lessee, Lessee will pay to Lessor on demand such sum as shall be necessary to restore the premises or equipment contained therein to their present condition.

Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the premises or any portion of said building by the consent of the Lessee or by or with the consent of

any person acting for or in behalf of Lessee. Lessee agrees to have on hand at all times, at Lessee's own expense such police protection as is determined necessary by the Lessor to maintain order to protect persons and property.

#### **XI. Loss of Equipment**

All equipment entrusted to the care of Lessee or on the demised premises during the term of this Lease which shall become lost, stolen, or which shall disappear, shall be the sole responsibility of Lessee. Lessee shall be responsible to pay full replacement costs to Lessor.

#### **XII. Hazardous Activities**

Lessee shall not do or permit to be done anything in or upon any portion of said building, or bring or keep anything therein or thereupon, which will in any way increase conditions of any insurance policy upon the building or any part thereof, or in any way increase the rate of fire or public liability insurance upon the building or property kept therein, or in any way conflict with the regulations of the fire department or with any of the rules, regulations, or ordinances of the City of Hamburg.

#### **XIII. No Subletting**

Lessee shall not assign this lease, nor sublet the above-described premises or property, without written consent of Lessor, nor suffer any use of the premises other than herein specified.

#### **XIV. Attorneys' Fees**

Lessee shall pay all reasonable attorneys' fees and costs on behalf of Lessor if Lessor institutes litigation against Lessee for a breach of the terms and conditions of this Lease, or Lessor is made a party to litigation instituted by a third party relating to the demised property and/or the Lessee's use thereof. The reasonable attorneys' fees and costs incurred by Lessor herein shall be paid by Lessee whether litigation is prosecuted to judgment or not.

#### **XV. Cash Deposit**

Lessee has deposited with Lessor \$100.00 as security deposit for the faithful performance of and compliance with all the terms and conditions of this lease. Should Lessee fail to comply with each and every term and condition of the Lease, then the amount deposited as security shall be retained by Lessor as fixed, liquidated, and agreed damages for payment of disbursements, costs, and expenses that Lessor may incur. The parties shall treat the security deposit as liquidated damages, in payment of such costs, disbursements, and expenses sustained, as the parties cannot ascertain the exact amount of costs, disbursements, and expenses that Lessor would sustain in the event of any breach or violation hereunder by Lessee. The retention and holding of the security deposit for payment of such costs, disbursements, and expenses shall not in any manner be considered as payment for any rent due or to become due under this lease, or in any manner release Lessee from any rents to be paid, or from any of the obligations herein assumed. If all the terms and conditions are fully complied with the Lessee, then the security deposit shall be returned to the Lessee on surrender of the premises in a good state and condition, reasonable use and wear thereof excepted, at the termination of this Lease.

## **XVI. Evacuation of Building**

Lessor reserves the right to evacuate the building during any activity in progress where it is deemed necessary for the safety of the general public.

## **XVII. Release of Lessor**

Lessor shall not be responsible for any damage or injury, including theft, that may happen to Lessee or to Lessee's agents, servants, employees, guests, invitees, patrons, other third parties or property from any cause whatever prior, during, or subsequent to the third party covered by this Lease. Lessee hereby expressly releases Lessor from and agrees to indemnify Lessor against any and all claims for such loss, damage, or injury.

## **XVIII. Lien on Receipts**

Any sum due Lessor from Lessee for use of premises or any accommodations, services, or materials, shall be a first lien on any receipts of Lessee.

## **XIX. Manager of Community Center Services**

Any matters not herein expressly provided for shall be in the discretion of the Manager of said rented premises and the Hamburg City Council.

## **XX. Binding Effect**

All terms and conditions of this Lease shall be binding on the parties, their heirs or representatives, assigns, and cannot be waived by any oral representatives or promise of any agent or other person of the parties hereto unless the same be in writing and mutually signed by the duly authorized agent or agents who executed this Lease.

## **XXI. Revised Terms**

It is expressly agreed between Lessor and Lessee that all the terms of this Lease, including, but not limited to, rental rates, deposits, services, admission fees and charges, and supplies, are subject to revision at the January meeting of the Hamburg City Council. Lessor shall give Lessee written notice of any revisions approved by the City Council and all such provisions shall be deemed to be an amendment hereto and a part hereof unless the Lessee shall give Lessor written notice of his repudiation of all the terms of this Lease and surrender any leasehold interest they may have within ten days after receipt of the notice of revisions from Lessor.

**For a refund, all Lease Agreements must be canceled 90 days prior to rental date!**

**The Lessee understands that this is a legally binding document. Be sure you understand the provisions and terms before you sign the Lease Agreement. If you do not understand the terms, you are advised by the City of Hamburg to seek legal counsel. Lessee executes this lease voluntarily and with full knowledge of its Significance.**

**In witness whereof, the parties hereto have signed and executed this lease on the date below written.**

**Please Sign & Return To:**

By \_\_\_\_\_  
Hamburg Community Ctr. Manager  
(City of Hamburg)

City of Hamburg  
Jeremy Gruenhagen  
181 Broadway Ave.  
P.O. Box 248  
Hamburg, MN 55339  
(952) 467-3232

\_\_\_\_\_  
Lessee Signature \_\_\_\_\_ Date

\_\_\_\_\_  
Lessee Signature \_\_\_\_\_ Date

Will Alcohol be served? \_\_\_\_\_

Comm Ctr Rent	\$200
Damage Deposit	<u>\$100</u>
Balance Due	\$300

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_