

# PARK LEASE AGREEMENT

Lease made \_\_\_\_\_, 2019, 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 Bi-Centennial Park of the City of Hamburg, and described more particularly as Hamburg Bi-Centennial Park, 614 Park Ave., Hamburg, MN 55339.

## II. 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 \_\_\_\_\_, 2020, beginning \_\_\_\_\_ and ending by 10:00 p.m.

## III. Use of Facility

Rental fees include the use of the specific building(s), plus all available picnic tables for seating. The City of Hamburg does not guarantee that sufficient tables and chairs will be available. Lessee should determine the number of tables and chairs available at the Park and make their own arrangements for additional tables and chairs if necessary. City-owned picnic tables are not allowed outside of the Park without the permission of the Community Park Manager.

No decorations, banners, signs, etc. can be pinned, nailed, or affixed to the walls, windows, ceilings, or rafters unless permission is granted by the Hall Manager. **The use of all confetti including metallic, plastic, and glitter is prohibited. Birdseed and rice is also prohibited.**

Lessee shall leave the building(s) and areas used in a clean and orderly condition. Lessee is responsible for but not limited to the following duties: All tables should be wiped off and put away, Deposit all trash in dumpster outside, Sweep floors and mop up any large spills. Lessee agrees to leave the park as was, when the park was rented to them and releases Lessor of any duties unless stated in lease agreement. The lessee agrees to have read and understand these rules and regulations and will pay for any of the above not done at the rate of \$30/Hr. with a 1-hour minimum.

If applicable, the Lessee should arrange to have all items removed from the Hamburg Park no later than twenty-four (24) hours after the rental date.

## IV. 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 and the providing of any described services, if any. Reservations will be held for thirty (30) days, at which time a signed rental agreement and a down payment of \$100 will be due. If the rental agreement and down payment is not received within thirty (30) days after the reservation is made,

the reservation will be canceled. Any unpaid balance of the rental fee must be received before the reservation date; if not received before the reservation date, any rental fees paid to date will be forfeited.

When a reservation is made less than thirty (30) days prior to the rental date, the reservation will not be guaranteed until the lessee delivers a signed application, the full rental fee, and the full amount of any required security deposit.

Any rental fee(s) paid in advance will be returned if the rental is canceled ninety (90) days prior to rental date.

#### **V. Rules and Regulations**

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

Lessee hereby expressly consents and agrees: That all windows and doors to the Park 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.

#### **VI. 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.

#### **VII. 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.

#### **VIII. 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.

#### **IX. 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.

## **X. 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 Park, 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 Park, 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 Park.

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 at any event held at the Hamburg Park, 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 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 Park 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.

## **XI. 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.

## **XII. 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.

## **XIII. 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.

## **XIV. 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.

## **XV. 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.

## **XVI. 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.

#### **XVII. 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.

#### **XVIII. 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.

#### **XIX. 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.

#### **XX. Manager of Park 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.

#### **XXI. 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.

#### **XXII. 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 made by 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 gives Lessor written notice of his repudiation of all the terms of this Lease and surrenders any leasehold interest they may have within ten (10) days after receipt of the notice of revisions from Lessor.

**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 written.

**Please Sign & Return Agreement To:**

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

By \_\_\_\_\_  
Hamburg Community Park Manager  
(City of Hamburg)

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

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

Number of Guests Expected \_\_\_\_\_

Do You Intend to Charge Admission? \_\_\_\_\_

Will Alcohol be Served? \_\_\_\_\_

Will Alcohol be Sold? \_\_\_\_\_

Park Rent **\$200**

Down Payment/ Damage Deposit **\$100**

Balance Due **\$300**

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

\_\_\_\_\_ Phone \_\_\_\_\_

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

\_\_\_\_\_ Phone \_\_\_\_\_