



City of Delano
 234 2nd Street North, PO Box 108
 Delano, MN 55328
 763-972-0550
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www.delano.mn.us

**PUBLIC FACILITIES RENTAL APPLICATION
 AND LEASE AGREEMENT**

The City of Delano, a Minnesota municipal corporation (“Delano”) and the following Lessee:

Applicant’s (Lessee) Name: _____
Name of Company or Organization (if applicable) _____
Street Address: _____
City: _____ **State:** _____ **Zip:** _____
Contact Phone: _____
Email: _____

(“Lessee” hereby agrees that Lessee has **exclusive** **non-exclusive** use of the following City-owned facilities subject to the terms and conditions herein:

1. FACILITIES LEASED - Delano agrees to allow Lessee use of the following selected facilities upon receipt of the applicable rental fee, as indicated by category:

	<u>Category 1</u>	<u>Category 2</u>	<u>Category 3</u>	<u>Category 4</u>
Central Park, 650 Park Avenue				
<input type="checkbox"/> Bingo Stand	\$0	\$0	\$ 25	\$ 50
<input type="checkbox"/> Concession Building				
<input type="checkbox"/> Up to 6 hours	\$0	\$ 50	\$100	\$150
<input type="checkbox"/> Full Day.....	\$0	\$100	\$150	\$200
<input type="checkbox"/> Gazebo	\$0	\$0	\$ 50	\$150
<input type="checkbox"/> Grandstand	\$0	\$0	\$ 75	\$150
<input type="checkbox"/> Splashpad Private Rental				
<input type="checkbox"/> \$60 (1-25 users)		<input type="checkbox"/> \$100 (26-50 users)		<input type="checkbox"/> \$140 (51 or more users)
<input type="checkbox"/> \$25 Kitchen fee (Optional)				
City Hall, 234 2nd Street South				
<input type="checkbox"/> Activity Room.....	\$0	\$ 20	\$100	\$200
<input type="checkbox"/> Conference Room	\$0	\$ 10	\$100	\$200
<input type="checkbox"/> Council Chambers**	\$0	\$ 40	\$150	\$250
<input type="checkbox"/> Senior Center	\$0	\$ 40	\$150	\$250
Community Meeting Room, 140 Bridge Avenue East				
<input type="checkbox"/> Community Meeting Room.....	\$0	\$0	\$100	\$175
Riverside Commons, 10 Bridge Avenue West				
<input type="checkbox"/> Riverside Commons				
<input type="checkbox"/> Up to 6 hours	\$0	\$ 75	\$150	\$300
<input type="checkbox"/> Day Rental	\$0	\$125	\$300	\$500
<input type="checkbox"/> Catering Fee	\$0	\$ 25	\$ 50	\$100
Additional Fees (all rentals)				
<input type="checkbox"/> Damage Deposit.....	\$250 (Refundable)		<input type="checkbox"/> Key Replacement	\$50
<input type="checkbox"/> AV Use (Cat 3 & 4)**	\$ 50 (If Requested)			

Category 1: City of Delano Functions; ISD 879 Functions

Category 2: Non-profit organization and community groups conducting a majority of activities in Delano, for organization activities – not fundraising.

Category 3: All other non-profit organizations or community groups; Delano residents for individual or private use; Delano-based businesses, for-profit groups and private agencies for private use

Category 4: All other non-profit organizations or community groups conducting a fundraising activity; Non-Delano residents for individual or private use; Non-Delano based businesses, for-profit groups, and private agencies for private use

2. TOTAL FEES DUE:

Facility Rental Fees: _____
Damage Deposit: _____
Key Replacement: _____
AV Use: _____
TOTAL DUE: _____

The rental fees are nonrefundable. The damage deposit shall be forfeited to the extent necessary to reimburse Delano for damages or costs caused by Lessee’s non-compliance with Paragraph 10 herein or other non-compliance with this Lease Agreement. If any such non-compliance results in damage or costs in excess of the damage deposit, Lessee shall pay such additional amount immediately upon written notification.

3. DATE AND TIME OF RENTAL. (Term of Lease) Lessee may use the Public Facilities on the following date(s):

Date(s) of Rental: _____
Rental Hours: _____ [am] [pm] TO _____ [am] [pm]

*NOTE: “Rental Hours” must include time needed for set up and clean up.

4. EVENT INFORMATION. (Nature of Use) Lessee’s use of the Public Facilities shall be limited to the following activities:

Describe event and activities including any entertainment.

Estimated Attendance: _____

Will food be served: Yes No

5. ALCOHOL. If alcohol is served or sold during the rental of City of Delano parks and facilities, the Lessee shall comply with all state and local laws, rules, regulations and licensing requirements related to liquor.. **All events serving or selling alcohol require City Council approval.** The City reserves the right to prohibit the serving or sale of alcohol within City parks and facilities.

Will alcohol be available and consumed during the rental? Yes* No - If no, skip this section

*If yes, will alcohol be sold? Yes No

A. Events where alcohol is SERVED (not sold):

Describe the event*: _____
What type of alcohol will be served: _____
How will it be served (example: bartenders, self-serve out of coolers, BYOB): _____

Lessee agrees to abide to all Minnesota state laws as they relate to alcohol: Yes No

B. Events where alcohol will be SOLD: Minnesota Statutes Section 340A.404 and Delano City Code Section 503.01 require a liquor license for the sale of alcoholic beverages. Please indicate below how a license will be obtained prior to the event. Contact the City for additional information on obtaining and providing proof of proper license:

Temporary Liquor License Application and Permit

- May ONLY be issued to:
 - A club, charitable, religious or other non-profit organization in existence for at least three years; or
 - A political committee registered under Minn. Stat. § 10A.14.
- Requires approval of the City Council and submission to the State of Minnesota Department of Public Safety's Alcohol and Gambling Enforcement Division (typical processing time at the State is 30 days)
- May not exceed 4 days in length
- No more than one temporary license per month per organization

Caterer's Permit – *An intoxicating liquor caterer's permit is issued to a restaurant that holds an on-sale intoxicating liquor license issued by any municipality.*

- This is a State permit that may be issued to a restaurant that holds an on-sale intoxicating liquor license issued by any municipality, and allows the holder to sell intoxicating liquor as part of a food service that serves prepared meals at a place other than the main restaurant premises.
- **Prior to the event, the caterer must submit copies of the following to the City:**
 - Valid State-issued caterer's permit
 - Valid State-issued restaurant license
 - Proof of compliance with the financial responsibility and insurance requirements as provided by City Code § 505.01, subd. 1 and 2
- The caterer must notify the Wright County Sheriff before any catered event

6. INSURANCE. The Lessee shall obtain at its sole expense such insurance as may be required by the City prior to the event. Events that require liability insurance include, but are not limited to, community events that are open to the public and events at which alcohol is served or sold.

If insurance is required, the Lessee shall maintain, in full force, at its expense, general liability insurance in the amount of at least \$1,000,000 for each person, and each occurrence, for both personal injury and property damage, unless the City agrees otherwise in writing. Depending on the type of event being held, the City reserves the right to require additional insurance.

This insurance shall specifically provide full coverage for liquor liability (aka dram shop or special events) and general liability coverage attributed to the sale or distributions of any alcoholic beverage, activities, sporting events, carnivals and dances. Such insurance shall provide coverage for Lessee's obligations to release, defend, hold harmless, and indemnify the Indemnitees as specified in Paragraph 11 herein, and shall further name Indemnitees as "named insureds" for all coverages.

To the extent that the Lessee contracts with any company, organization, or individual for any part of the event, the Lessee shall present to the City, prior to said event evidence satisfactory that it has obtained insurance from such caterer or representative, including a provision that names the Indemnitees as additional insureds for all coverages, if required by the City.

The Lessee shall submit a Certificate of Insurance naming the City of Delano, its officers, employees, and agents as additional insureds.

Insurance Company: _____

Type of Insurance: _____ Amount: \$ _____

Insurance Certificate Attached: Yes No

7. SAFETY AND APPROPRIATENESS OF ACTIVITIES. Lessee will not permit any activity in or on the Public Facilities which will or could lead to damage to property, personal injury, any public or private nuisance, any adult use as defined in the Delano City Use Code, Section 415.01, or any other activity or condition which violates federal, state or local law. Lessee shall not damage or destroy the Public Facilities nor allow any other person to damage or destroy the Public Facilities during the term of this Lease. Lessee recognizes that the Public Facilities are in close proximity to residential areas. Accordingly, Lessee shall not conduct or permit activity on or in the Public Facilities, which cause or might cause annoyance and disruption to residential neighborhoods.

8. POLICY GUIDELINES INCORPORATED BY REFERENCE. Incorporated herein by reference are the City of Delano's Policies Regarding the Use of the City Buildings and Facilities, a copy of which are attached hereto and incorporated herein by this reference.

9. NO IMPROVEMENTS, ALTERATIONS OR SIGNS. Lessee shall not (1) construct or install, or allow others to construct or install, any alterations, improvements, fixtures, or alterations to the Public Facilities or (2) post or erect, or allow others to post or erect, any signs or announcements on or in the Public Facilities, without Delano's prior written consent.

10. OPTION TO TERMINATE LEASE. Lessee agrees that Delano shall have the right to terminate this Lease Agreement in the event that Delano obtains information which may indicate, as determined in Delano's sole discretion, that any representation made by Lessee concerning the nature of the activity to be conducted on or in the Public Facilities was inaccurate or has become inaccurate or that Lessee is other not likely to be able to comply with the terms and conditions of this Lease Agreement.

11. MAINTENANCE. The Lessee agrees that the Public Facilities are clean, swept, in good condition and appropriate for the activities for which Lessee intends to use the Public Facilities. During and after use of the Public Facilities, it shall be the responsibility of the Lessee to clean the Public Facilities, remove all garbage and trash, sweep all floors, deposit all trash in appropriate receptacles off the premises, repair all damage, and return the Public Facilities to the condition which they were in prior to the time the Public Facilities were leased to the Lessee.

12. RELEASE AND INDEMNITY. Lessee agrees that it shall release, defend, indemnify and hold harmless the City of Delano, its elected and appointed officials, employees, consultants and agents ("Indemnitees") from and against any claim, demand, lawsuit, judgment, fine, loss, damage, expense, attorney's and other professional fees, which relate to, arise out of or occur during Lessee's use of the Public Facilities, whether relating to activities of conditions on the premises or off the premises of the Public Facilities, and whether or not any of the Indemnitees are determined or alleged to be negligent. The Lessee agrees that it shall be totally responsible for all loss or damage or claims made by any person or party which concerns the use or condition of the Facility during the term of this Lease Agreement. Indemnitees shall not be responsible for any loss, damage, or claims.

To the extent Lessee contracts with any company, organization, caterer or individual for any part of the activities set forth herein, Lessee shall require that such contractor execute an agreement to release, defend, indemnify and hold harmless the Indemnified Parties to the same extent as set forth above.

13. LEGAL EXPENSES. In the event a claim is made by Delano, whether or not an actual lawsuit results from the claim, for recovery of any amount due under the provisions of this Lease Agreement or because of the breach of any other covenant, term or condition herein contained on the part of the Lessee to be observed or performed, Lessee shall pay to Delano all expenses incurred by Delano relating to the claim including reasonable attorney's fees.

14. AUTHORITY TO EXECUTE AGREEMENT AND RESPONSIBILITY OF OTHERS. The Lessee agrees that if this Agreement is executed on behalf of an organization, that the organization has expressly authorized the undersigned to enter into this Lease Agreement on behalf of the organization and that the undersigned signature shall bind the organization. Delano may request such further evidence of authority to enter into this Agreement from the Lessee, as Delano may deem appropriate. To the extent that more than one organization or more than one person has signed this Lease Agreement as Lessee, each of them understand that each is jointly and severally liable for all obligations of Lessee under this Lease Agreement. In addition, Lessee represents that it shall, prior to commencement of the term of this Lease, ensure that all persons involved in supervising and conducting the activities on and in the Public Facilities are familiar with all terms and conditions of this Lease Agreement.

15. PUBLIC FACILITIES LEASED "AS IS". The Public Facilities are let just as they are, without any liability or obligation on the part of Delano to make any alterations, improvements, repairs or cleaning of any kind on or about the Public Facilities prior to, during, or after the term of the Lease.

16. GENERAL PROVISIONS.

- A. Entire Agreement.** This agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral between the Parties and contains the entire agreement between the Parties.
- B. Amendments.** Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
- C. Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- D. Waiver.** The 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.
- E. Savings Clause.** If a court finds any portion of this Agreement to comply with any provision of this Agreement by the other party shall not be construed as, or constitute of continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this agreement.

Signatures on following page.

17. SIGNATURES:

- I have fully read and understand the City of Delano Public Facilities Lease Application in its entirety and agree to respect and obey all regulations as listed.

Signature of Applicant

Date

State of Minnesota)
)SS
County of Wright)

On this _____ day of _____, 20____ personally appeared before me _____, who by me duly sworn, state that he/she acknowledged and signed said document on his/her own behalf.

Notary Public

CITY OF DELANO:

Dale Graunke, Mayor

Paula Bauman, Administrative Services Coordinator

State of Minnesota)
)SS
County of Wright)

This instrument was acknowledged before me on ____ day of _____, 20____, by Dale Graunke and Paula Bauman, respectively the Mayor and Administrative Services Coordinator of the City of Delano, a Minnesota municipal corporation on behalf of said corporation.

Notary Public

Staff Use Only:

Date App. Received:	Amount Paid:	Receipt No.:
Council Meeting Date:	Approved Dates:	
Issued Date:	Staff Signature:	

NOTICE TO APPLICANT:

In the course of your application for rental of a Delano Public Facility, you may be asked to supply non-public data. The purpose and intended use of this data is to provide a means for the City to evaluate whether you comply with the application requirements for rental of the facility. You may refuse to supply the requested data, but this may result in an incomplete application which may result in your application being denied. This non-public data may be reviewed by the City of Delano, employees of the City of Delano who are assigned to review such information, and the City of Delano’s legal consultant. In addition, this data may be reviewed by specific advisory boards and subcommittees of the City of Delano, who assist the City in evaluating your application. You hereby agree to release the data to those boards and subcommittees for the purpose of effectuating that review.

Failures to complete, supply, or falsify any or all information contained within this application will result in a delay or denial of your application.

The undersigned, an applicant for rental of a public facility under the rules and regulations of the City of Delano, understands and consents to the release and use of private or confidential data, as described above.

Applicant Signature

Date