

**CITY OF DELANO
PUBLIC FACILITIES LEASE AGREEMENT
NON-EXCLUSIVE USE**

The City of Delano, a Minnesota municipal corporation ("Delano") and the

(Lessee) (Mailing Address of Lessee)

hereby agree that Lessee has non-exclusive use of the following City-owned facilities subject to the terms and conditions contained herein.

Facilities Leased. Delano agrees to allow Lessee non-exclusive use of the following facilities:

- Delano Central Park Area (the "Public Facilities") located on or about 650 Park Avenue and 700 Third Street North.

Location: _____

- Community Meeting Room (the "Public Facilities") located at 140 Bridge Avenue East.

1. Term of Lease. Lessee may use the Public Facilities on the following date(s): _____ and during the hours of _____.

2. Nature of Use. Lessee's use of the Public Facilities shall be limited to the following activities: _____.

3. Number of Persons Involved in Use. Lessee believes that the number of persons participating in the use of the Public Facilities pursuant to this Lease Agreement will be as follows: _____; but in no event, shall Lessee permit more than _____ persons to be on or in the Public Facilities at any time during the term of this Lease.

4. Rental and Other Fees. Delano acknowledges that it has received \$_____ as the rental fees for the Public Facilities as well as the following fees and deposits:

- a. Janitorial Fee \$_____
- b. Damage Deposit (Refundable) \$_____
- c. Other \$_____

The rental and janitorial 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 11 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.

5. 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. Licensee will not permit any

alcoholic beverages to be consumed, displayed, possessed, dispensed, or sold on or in the Public Facilities without issuance of a alcohol beverages license which license must be issued by the City in accordance with Chapter 5 (Licensing and Regulation of Alcoholic Beverages) of the City of Delano Code.

6. 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.
7. No Improvements or Alterations Except as Specifically Agreed to in Writing by Delano and Lessee. Lessee shall not construct or install, or allow others to construct or install, any alterations, improvements, fixtures, or alterations to the Public Facilities. In addition, Lessee shall not post or erect, or allow others to post or erect, any signs or announcements on or in the Public Facilities.
8. 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.
9. 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.

10. 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.

11. 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.

12. 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.
13. 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.
14. Waiver. The waiver in any instance by Delano of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of such term, covenant or condition for any other instance or for any subsequent breach of the same or any other tem, covenant or condition herein. No

covenant, term, or condition of this Lease Agreement shall be deemed to have been waived by Delano, unless such waiver is reduced to writing and signed by the authorized officers of Delano as approved by the Delano City Council.

15. Entire Agreement. This Lease Agreement and the City of Delano's Policies Regarding the use of the City Buildings and Facilities attached hereto, set forth all the covenants, promises, agreements, conditions and understandings between Delano and Lessee concerning the Public Facilities or matters related thereto. No alteration, amendment, change, or addition to this Lease Agreement shall be binding upon Lessee unless reduced to writing and signed by the authorized officers of Delano as approved by the Delano City Council.
16. Applicable Law. This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto have executed this Lease

Agreement as of this _____ day of _____, 2____.

CITY OF DELANO:

Dale J. Graunke, Mayor

Marlene E. Kittock, City Clerk

LESSEE:

(Name of Organization, if applicable)

(Signature of applicant)

(Signature of applicant)

STATE OF MINNESOTA)
)ss.
COUNTY OF WRIGHT)

On this ____ day of _____, 2____ before me, a Notary Public within and for said County appeared Dale J. Graunke and Marlene E. Kittock, to me personally known, who, being by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Delano and the instrument was signed and sealed on behalf of said City by authority of the City Council, and they acknowledged that said instrument was the free act and deed of said City.

Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF WRIGHT)

On this ____ day of _____, 2____, before me, a Notary Public within for said County appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are respectively the _____ and _____ of _____ a _____ under the laws of the State of Minnesota, and that the instrument was executed on behalf of said organization by authority of its _____, and they acknowledged that said instrument was the free act and deed of said organization.

Notary Public