

RENTAL AGREEMENT

Houston Community Center

“A smoke-free community building”

THIS AGREEMENT, made this ____ day of _____ (month and year), by and between the City of Houston, a municipality organized under the laws of the State of Minnesota, hereinafter referred to as the LESSOR, and _____, hereinafter referred to as LESSEE, is made in consideration of the mutual covenants contained herein.

SECTION ONE - DESCRIPTION OF PREMISES

LESSOR leases to LESSEE the premises located at 109 W Maple St, City of Houston, County of Houston, State of Minnesota, and described as follows:

- _____ Upstairs Dance Hall (\$125)
- _____ Downstairs Community Kitchen (\$75)
- _____ Upstairs and Downstairs (\$175)
- _____ Police Fee (\$25 if liquor is served; for bar service, contact the Houston American Legion at 507-896-2555)

SECTION TWO – TERM

The term of this rental begins _____ and terminates on _____ at _____ o'clock.

Non-profit regular meeting times _____
(example: 2nd Wednesday of each week/month)

SECTION THREE – RENT

The total rent under this lease is _____. LESSEE shall pay LESSOR that amount at City Hall in advance of the event.

Houston City non-profit organization, no charge.

SECTION FOUR – USE OF PREMISES

The premises are to be used for the purpose of a _____. LESSEE shall restrict its use to such purposes, and shall not use or permit the use of the premises for any other purpose without the written consent of LESSOR or LESSOR’S authorized agent.

RENTAL AGREEMENT, cont'd
Houston Community Center, Houston, MN

SECTION FIVE – DELIVERY, ACCEPTANCE & SURRENDER OF PREMISES

LESSOR represents that the premises are in fit condition for use by LESSEE. Acceptance of the premises by LESSEE shall be construed as recognition that the premises are in a good state of repair and in sanitary condition. **If kitchen facilities are to be used, LESSEE is hereby notified that the kitchen facilities are for *servicing* of food only and not for preparation on site.** LESSEE should not use dishwasher, which is for sanitization purposes only.

LESSEE shall surrender the premises at the end of the term in the same clean and orderly condition as when lessee took possession, allowing for reasonable use and wear, and damage by acts of God including fires and storms. Floors must be swept, tables and chairs set-up shall be cleaned, taken down and placed in appropriate racks. If additional tables and chairs were taken from the dining room downstairs, they shall be returned. LESSOR will provide cleaning equipment to LESSEE. A dumpster is provided outside for removal of garbage; cleaning equipment is available in the furnace room.

No animals allowed except service animals.

SECTION SIX – SECURITY DEPOSIT (required)

LESSOR acknowledges receipt of a security deposit in the amount of \$100. The security deposit is to be returned to LESSEE when this lease is terminated, according to the terms of this lease, if not applied toward the payment of damages suffered by LESSOR by reason of any breach of the terms and conditions of this lease by LESSEE. In no event is the security deposit to be returned until LESSEE has vacated the premises and delivered possession to LESSOR. Any portion that is not used for damages to the premises shall be returned to said LESSEE.

IN TESTIMONY WHEREOF, both parties have hereunto set their hands and seals the day and year hereinbefore written.

LESSEE	LESSOR
Name: _____	Name: _____
Address: _____	105 W. Maple Street, Houston, MN 55943
Phone #: _____	507-896-3234

Important: Keys to the Community Center are not to be duplicated without permission of City Hall.

F. **Parking.** Parking is permitted on-street or in designated areas only. Overnight parking is prohibited.

G. **Trash.** Trash containers will be provided; Renters must ensure that all refuse is placed in these containers. City employees will dispose of trash in the containers at the end of the event.

H. **Keys.** Keys to the park facilities must be returned to City Hall the next business day immediately following the rental date. Renters shall be responsible for the cost of replacing lost or damaged keys, or re-keying the facilities. If preferred, Renters may return the key by depositing it in the night drop box located at City Hall.

I. **Damage and deposit.** There is a \$25.00 deposit required in addition to the rental fee, which shall be returned only if City staff determines that all conditions of this Rental Agreement have been met. The Renter's responsibility shall not be limited to the amount of the deposit. In the event of a violation of this Rental Agreement, the deposit may be retained to recover the administrative cost of recovering damages from the Renter, which shall be in addition to the deposit amount.

J. **Minimum age.** Renters must be at least 18 years of age, and the event must be supervised by a responsible adult 18 years of age at all times.

K. **Facilities rented.** The City's park system requires a substantial annual maintenance cost, with most of the usage occurring on weekends. Most of the events for which shelters are rented also occur on weekends. The Renter is advised that the facilities for which rental fees are paid, reserves only the park shelter. The only rest rooms for each park are located by these shelters; so all patrons must share them respectfully. If a Renter encounters a conflict they are encouraged to contact the Police Department's non-emergency number, 896-3076 or 896-4033.

L. **Rate increases.** The rental rates are subject to change at any time, but generally the Park & Recreation Board reviews all fees in rates in December of each year. If the rental rate is increased between the date that a park shelter is reserved and the date of your event, the new rates shall still apply.

M. **Light bulbs.** Please bring your own light bulbs for evening and nighttime events. About 4 light bulb sockets are in each shelter; standard 75 - 100 Watt bulbs are acceptable.

N. **Refunds.** *There are no refunds in part or in whole of rental fees, whether due to inclement weather, messy facilities, or for any other reason. At times the shelters are rented for several consecutive days by different patrons, so the condition of the shelter is dependent upon how well the previous renter adheres to this Rental Agreement. If the facility has not been adequately cleaned when the Renter takes occupancy, they are encouraged to photograph the preexisting condition to assist the City in dealing with that previous renter. The current Renter will be expected to leave the shelter and grounds in good condition at the end of their event.*

Signature: _____ Date: _____

*****Office Use Only*****

City Staff Notes: _____

