

COON LAKE COMMUNITY & SENIOR CENTER EVENT SPACE RENTAL AGREEMENT

Thank you for your interest in renting the Coon Lake Community & Senior Center ("CLCSC") for your event. Please read this entire Event Space Rental Agreement ("**Agreement**") carefully as it provides your contractual obligations for renting space at the facility. This Agreement is entered into by and between CLCSC and Renter. Signing of this Agreement signifies that Renter understands the contents of this Agreement and agree to be bound by its terms.

The authorized representative assigned to your event at CLCSC is **Vincent Salmela,**
rentals@coonlakebeach.org, (612) 670-2875 ("CLCSC Authorized Representative")

RENTAL AGREEMENT

The renter named below (the "Renter") hereby agrees to rent from The Coon Lake Community and Senior Center, Inc., a Minnesota nonprofit corporation (the "CLCSC") the Clubhouse located at 182 Forest Road, Wyoming, MN 55092 (the "Facility"), according to the terms contained in this Agreement.

RENTER INFORMATION

Renter (check one): Individual(s) _____ Corporation _____ LLC _____ Association _____ Other _____

Date of Event: _____ # of People _____ Start Time: _____ End Time: _____

Renter Name: _____ ("Renter")

Address: _____ City: _____ State: _____ Zip: _____

Primary Phone: _____ Secondary Phone: _____

Email address: _____

Kitchen Use: ☐

DEPOSIT/RENTAL FEE

Daily Rental Rates
\$200 Monday - Thursday
\$300 Friday- Sunday

A signed Agreement and date-hold 100% deposit of the rental fee must be received from Renter to CLCSC as of the date of this Agreement to reserve Renter's requested date(s) and time(s). The number of participants, the number of spectators, type of rental, and time of rental may necessitate additional fees, specifications, and requirements.

Payments should be made to Coon Lake Community & Senior Center. Cash, check and major credit cards are accepted. We impose a surcharge of 3% on the transaction amount on credit card products, which is not greater than our cost of acceptance.

A full refund of the rental fee will be given for rental cancellations prior to thirty (30) days before the rental date. An amount equal to 1/2 of the rental fee will be forfeited for any cancellations prior to twenty (20) days before the rental date. No refunds of the rental fee will be paid for cancellations fifteen (15) calendar days or less prior to an event. Reserved food and beverage catering, along with rentals outside of CLCSC, are subject to Renter's separate agreements and contracts.

SECURITY/DAMAGE DEPOSIT

A refundable cash security and/or damage deposit equal to the rental rate is required to be submitted with the rental Agreement. Security/damage deposits are separate and in addition to rental fee. The space shall be inspected by the CLCSC Authorized Representative after the event. If the space has been left clean, if there is no damage to the space or equipment, and, if applicable, releases and waivers have been checked and approved by the CLCSC Authorized Representative, the security/damage deposit shall be refunded within fourteen (14) calendar days. If there is garbage, undue litter or damage to the CLCSC property, Renter will forfeit any or all of the deposit and will be billed for any costs exceeding deposit amount.

Full refunds of security/damage deposit will be given for rental cancellations.

RENTED SPACE

The CLCSC Facility has a maximum occupancy of 133 guests.

The adjacent park and tennis courts next to the CLCSC are city property and not for exclusive use of event guests. This space also provides equipment for use. Please ensure your guests return the equipment, if used, to the storage bins provided by the city of East Bethel.

FACILITY ACCESS

Access to the Facility is limited to the rental date beginning at 10:00 AM (subject to availability) until 1:00 AM the following day. Sunday access is limited to 10am – 9pm without prior authorization. The CLCSC Authorized Representative will open the Facility for the Renter the rental date.

DECORATIONS

Decorations may not be taped, stapled, nailed or pinned. Use of poster or museum putties for attaching decorations is recommended. All decorations must be removed by the end of the rental term.

PARKING

Areas for parking for Renter's event are very specific and parking is limited to a 22-vehicle capacity in the CLCSC parking lot. On-street parking is required for vehicles in excess of the parking lot capacity. Please be considerate of neighboring driveways and the city park located. Unauthorized city parking may be ticketed or towed. There is NO PARKING on the lawns. Ride-share if possible due to limited parking.

NOISE RESTRICTIONS

No band or other loud music is allowed after 12:00 AM inside or outside of the CLCSC. Consistent with City of East Bethel ordinances (Article III Sec. 26-108-111) bands or other music outside must not be at a volume that is disruptive to the neighborhood and must cease at 10:00 PM.

SMOKING

The CLCSC is a NON-SMOKING facility. Evidence of smoking inside the building of CLCSC will result in forfeiture of the security/damage deposit.

TENTS

Party tents are allowed only on the lakeside of the CLCSC building but must be removed at the end of the rental term. No camping tents are allowed. No overnight camping is allowed.

DEEP FRYERS

Use of the deep fryers in the Facility by Renter is PROHIBITED.

LIABILITIES

Renter agrees to release, hold harmless, indemnify, and defend CLCSC and their respective elected and appointed officials, landlords, tenants, managers, members, employees, volunteers, contractors, vendors, agents and assigns (collectively “**Released Parties**”), of and from any liabilities, costs, penalties, or expenses arising out of, relating to, and/or resulting from the rental and use of the CLCSC facility.

CATERING STANDARDS

Any caterers and/or outside vendors, companies, and/or institutions must provide a Certificate of Insurance, evidencing General Liability (and Liquor Liability coverage) (if applicable), as well as a copy of their Catering License and any required license to serve liquor, to CLCSC naming CLCSC as additional insureds on a primary non-contributory basis. A copy of the insurance and license(s) must be delivered to CLCSC at least ten (10) calendar days prior to the event.

INCIDENT AND ACCIDENT REPORT

The CLCSC Incident and Accident Report form will be provided to Renter. In case of accident, dial 911. If an accident occurs during the event, after handling the situation, please notify the CLCSC Authorized Representative and submit the Incident/Accident Report to the CLCSC Authorized Representative at the time of check-out.

CLEANING, TRASH, AND EQUIPMENT REMOVAL

CLCSC will be in a clean condition prior to Renter’s event. Renter’s Responsible Person identified in this Agreement shall be responsible for clean-up and the check-out inspection. Unless other arrangements have been made with the Authorized Representative of CLCSC, no later than 1:00 A.M. the following day, the Renter is required to return the rented space to the same clean condition in which it was found. If the rented CLCSC Facility is not returned in satisfactory condition, CLCSC will hire professional cleaners or repairmen and Renter’s security/damage deposit will be forfeited and CLCSC will directly bill Renter for the additional costs incurred.

CITY, COUNTY, STATE, AND FEDERAL LAWS

Renter agrees to comply with all applicable City, County, State, and Federal laws and shall conduct no illegal act on the premises. CLCSC is a drug free and non-smoking Facility at all times without exception. Renter may not serve or permit others to serve alcohol to minors on the premises at any time. Renter agrees, for everyone’s safety, to ensure alcoholic beverages are consumed in a responsible manner. CLCSC reserves the right, in its sole discretion, to remove from the premises anyone who, in the CLCSC Authorized Representative’s judgment, is intoxicated or under the influence of alcohol or drugs, or who shall, in any manner, do or participate in any act jeopardizing the rights, use permit, or insurability of CLCSC or the safety of its staff, guests, or real or personal property.

ENTRY AND EXIT

Renter agrees that CLCSC staff may enter and exit premises during the course of Renter’s event. The CLCSC Authorized Representative will be available during Renter’s entire event and may be checking periodically with Renter’s designated Responsible Person to ensure everything is operating correctly. The CLCSC Authorized Representative may also be checking the restrooms, the overall premises, replenishing hand towels, toilet paper, and will be available for questions or to respond to needs or issues that may arise.

**ATTORNEYS' FEES/GOVERNING LAW/JURISDICTION/VENUE/JURY TRIAL
WAIVER/PROPERTY CLAIM LIMIT/NO ASSIGNMENT/MODIFICATION**

Renter understands and agrees that the terms of this Agreement shall be governed by the laws of the State of Minnesota and any claim to enforce this Agreement shall be brought in the District Court of Anoka County. Renter and CLCSC agree to this jurisdiction and venue for enforcement of this Agreement and agree to waive a jury trial. Renter agrees any property damage claim surviving the releases and waivers in this Agreement must be brought within one (1) year of the claim accrual date. Renter understands and agrees that this Agreement may not be assigned and any proposed changes or modifications to this Agreement by Renter shall not be considered accepted terms of this Agreement unless in writing and initialed by Renter and the CLCSC Authorized Representative.

ACKNOWLEDGMENT AND RELEASE

Renter forever waives and releases CLCSC from any claim arising out of loss, cost, damage to property, or injury or death to person(s), sustained by Renter or any guest at the Facility during the event, and agrees to indemnify, defend, and hold harmless CLCSC for and against any such claim brought against CLCSC arising from Renter's use of the Facility.

ACCEPTED AGREEMENT

Renter, by signature of Renter below or, if Renter is an entity, by Renter's authorized representative, understands and agrees that a request to rent the space at CLCSC is not agreed to unless and until the countersignature of CLCSC is provided below.

Rental Fee: \$_____

CLCSC

RENTER

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Its: _____

Its: _____

Date of Signature: _____

Date of Signature: _____

