



# Memorial Hall Rental Agreement

105 Wall Street East  
P.O. Box 277  
Jasper, MN 56144  
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*A copy of your driver's license must be provided to the City of Jasper prior to your event rental to determine residency. Those who wish to rent the Memorial Hall are required to show a photo ID and one of the following documents with a correct name, current date and current Jasper address to verify residency within the City of Jasper. Utility bill (electric, SWG), Car registration, Voter registration card, Recent Pipestone/Rock tax notice or Rental contract/mortgage statement.*

## RENTER INFORMATION

Name/Group Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Phone Number(s) \_\_\_\_\_ Driver's License Number \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

**PAYMENT:** Cash, Check, or Credit/Debit Cards Accepted.

\*Credit/Debit Cards are charged a min 3.0% convenience fee

**Make checks payable to: City of Jasper**

### CITY USE ONLY

Key # _____	Date Out _____	Date In _____
Booking Fee Paid	Y	N
Damage Deposit Paid	Y	N

## EVENT INFORMATION

Type of Event \_\_\_\_\_ Estimated Attendance \_\_\_\_\_  
**Date of Event** \_\_\_\_\_ **Event Time** \_\_\_\_\_

*\*\*\*All events time will need to end by 12:00 am and the building vacated by 1:00 a.m.\*\*\**

☐ No alcohol will be served at the event

☐ Alcohol will be served at the event

**Sale of Alcohol:** Alcohol or wine beverages may only be served by a MN licensed liquor holder with a caterers' permit.  
*\*\*\*Copy of license and caterers' permit required at time of payment.\*\*\**

**Serve Free Alcohol:** Renter will be required to obtain a certificate of liability for the event.

*\*\*\*Copy of the certificate of liability at the time of payment.\*\*\**

## TERM & CONDITIONS

The City of Jasper; hereinafter referred to the "City", and the undersigned, hereinafter "Renter", mutually covenant and agree as follows:

**1.** Renter shall have the use of the Memorial Hall, hereinafter "Hall", for a \_\_\_\_\_ (event) on \_\_\_\_\_, 2025 from \_\_\_\_\_ (time) to \_\_\_\_\_ (time) for the agreed amount of total rental sum. This time period includes the time necessary for setup and cleanup.

**2.** I, \_\_\_\_\_, as the Renter am agreeing that:

(Check box below that appropriately matches your plans for service alcohol)

☐ Alcohol will be served at the event

☐ No alcohol will be served at the event

\_\_\_\_\_  
Renter Initials

\_\_\_\_\_  
Date

### **ALL BOOKING FEES ARE NON-REFUNDABLE**

#### **HALL FEES**

*Fees will be collected at time of booking & will equal the base rental fee not to exceed \$250.*

\$50.00	Resident - Upstairs of Memorial Hall	\$100.00	Non-Resident - Upstairs of Memorial Hall
\$150.00	Resident - Upstairs of Memorial Hall (Dance/Large Events)	\$250.00	Non-Resident - Upstairs of Memorial Hall (Dance/Large Events)
\$40.00	Resident - Downstairs of Memorial Hall	\$80.00	Non-Resident - Downstairs of Memorial Hall

*Fee Schedule subject to change by resolution of the City Council.*

#### **DAMAGE DEPOSIT**

This deposit is due for all Hall rentals (1) week prior to the date of use and the key is picked up 2-3-days in advance of renting the Memorial Hall.

The damage deposit must be paid in the form of cash or check only.

The deposit will be returned following a passing inspection of the Hall and/or grounds by approved City staff following your event.

If items are missing or damages are found following the inspection, the Renter will forfeit the deposit to the City.

**\$250.00** \_\_\_\_\_

*Date Received*

### **3. FEES / DEPOSITS / AGREEMENTS**

#### **3.1 Non-Refundable Booking Fee**

Renter shall pay a Non-Refundable Booking Fee Due at the time of Booking. The total non-refundable booking fee shall be equal to base rental fee but not to exceed \$250. Checks shall be made payable to the City of Jasper. No refunds will be given in the event of a cancellation.

#### **3.2 Rental Fees**

Renter shall pay to the City the total rental sum and deposit fee (1) week prior to the date of use. Inside 8-foot banquet tables, and inside chairs are included in the Hall rental fee. Hall holds approximately 250 guest upstairs and 40-50 guest downstairs. The tables and chairs are all stored on rolling carts in the Hall area. Renter is responsible for setting up tables and chairs for the event and is responsible for taking down tables and chairs for the event, unless instructed otherwise by City staff.

NSF check will be regarded as nonpayment and will forfeit the Renter's reservation.

#### **3.3 Security Deposit**

A \$250 Security Deposit is due for all events held at the Memorial Hall.

The Deposit is due at the time the key is picked up for the event. Once the Memorial Hall has been inspected following the event by the Public Works Department and/or City staff and it has been determined that there are no damages and no extra cleaning required, the deposit of \$250 can be picked up by the Renter. If the deposit is not picked up within two (2)

weeks following the event, City staff will shred the deposit check. No tables, chairs, or kitchen furnishing may

be removed from the building. Replacement cost for all missing or damaged items will be subtracted from the security deposit.

### **3.4 Payment Agreement**

Renter further agrees to pay the City on demand any and all sums, which may be due to the City for all required fees listed on the Hall Fees. All fees must be made by check, cash, or money order. Credit cards are accepted at the City Office with an additional minimum 3% processing fee.

### **3.5 Cancellation Policy**

Cancellation of the request for use of the Hall will entitle the Renter to a return of rental fees or deposit fee paid by the Renter, excluding the non-refundable booking fee, provided the cancellation is made thirty (30) days prior to the date of the use. Any cancellation less than thirty (30) days in advance of the event date shall result in the forfeiture of the rental fees or other fees paid by the Renter. All cancellations less than thirty (30) days in advance must be submitted in writing to the City of Jasper.

Rental fees and other charges are completely refundable if the City cancels the use of the community center for any reason other than violations by the user.

## **4. FACILITY POLICIES**

### **4.1 Decorations**

Renter shall ensure decorations are placed and removed without causing damage to any part of the Hall. This includes the removal of tape from the walls and clean-up of all decorations from the walls and floor of the Hall. Renter shall ensure decorations do not hinder the flow of guests or create safety hazards.

### **4.2 Alcoholic Beverages Policy**

Sale of Alcohol: Alcohol or wine beverages may only be served by a MN licensed liquor holder with a caterers' permit.

*\*\*\*Copy of license and caterers' permit required at time of payment. \*\*\**

*Or*

Serve Free Alcohol: Renter will be required to obtain a certificate of liability for the event.

*\*\*\*Copy of the certificate of liability at the time of payment. \*\*\**

Consumption of alcohol in the Memorial Hall without a MN licensed liquor holder with a caterers' permit or without a Renter obtaining a certificate of liability for the event will result in the immediate loss of the damage deposit. Liquor laws of the State of Minnesota and the City of Jasper prohibit consumption of alcohol by anyone under the age of 21 years.

**NO ALCOHOLIC BEVERAGES MAY BE CONSUMED OUTSIDE OF THE HALL OR SIDEWALK AREAS OF THE HALL. NO GLASS CONTAINERS MAY BE TAKEN OUTSIDE THE HALL.**

### **4.3 Food Policy**

Renter's may use a food caterer of your choice or bring in your own homemade food. Renter or food caterer must provide all dishes and equipment. Kitchen area is a staging area only and has a refrigerator, small microwave, coffee maker and sink that is available for use. Any items needed for serving must be supplied by the Renter.

### **4.4 Exits**

Doors will not be allowed to be "propped" open and left unattended. Exits to the Hall cannot be blocked at any time. **Emergency Exit maps are located in the kitchen as well as the hallway near the men's and women's bathrooms.**

#### **4.5 Smoking/Tobacco Policy**

Pursuant to the Minnesota Clean Indoor Air Act (MCIAA), the Hall is a smoke-free facility. Renters, vendors, staff, and guests must follow the smoking/tobacco policy. The Hall is a smoke and tobacco free public building. No smoking or other use of tobacco products (including, but not limited to cigarettes, ecigarettes, pipes, cigars, snuff or chewing tobacco), marijuana, or other plant intended for inhalation is not allowed inside the building. Smoking or other use of tobacco is only allowed in the designated smoking area outside the Hall and all cigarette butts must be properly disposed of in the Smoker's receptacle, located outside the Hall. Smoking within the Memorial Hall will result in the immediate loss of the renter's damage deposit.

#### **4.6 Open Flame**

Propane grilling is only allowed on the grounds of the Hall downstairs, with Council approval. The use of propane heaters inside the building or on the grounds is prohibited. Fire extinguishers are placed by the kitchen, and upstairs hallway entrance. Use of fire pits inside the building and small fire pits located outside on the Hall is prohibited.

#### **4.7 Pets and Animals**

No animals, other than service animals, will be allowed inside the Hall. All service animals inside the building must be wearing their official service vest at all times. Dogs are permitted on a leash only on the Memorial Hall grounds. All animal waste must be properly disposed of or it may result in the loss of the damage deposit.

#### **4.8 Use of Property**

Use of the building/property is available from 8:00 a.m. to 12:00 a.m. and the building vacated by 1:00 a.m. A City employee will check the Hall the following morning, or as soon as possible thereafter. Any cleaning not completed at that time will be deducted from the Renter's damage deposit. All minor age groups must have adult supervision on the premises at all times, provided by the Renter. You must arrange pick up of the key to the Memorial Hall with our City Office Clerks 2-3 days prior to the event. The City Office is open Monday-Friday, 7:00 a.m.-4:00 p.m. Key must be returned immediately after the event to the City Office. Keys can be left in City Office drop box located in the hallway area of the City Office next door to the Memorial Hall. Any lost keys will result in charges for the re-keying of the locks. Please be sure to lock all doors at all times when you are not in the building.

#### **4.9 Cleaning Procedures**

Renter shall remove all items they bring into the Hall within the day of the event (see *Renter's Checklist on page 7 of Agreement*). Vendors/Renters may use sinks to dispose of water-based organic liquids and food juices only (no oils). There are no garbage disposals. Eliminate all of the trash from around the rental facility, including removing decorations, bathroom trash, food trash, and anything left around the Hall that should be thrown away. All garbage must be bagged and left in front entry way, unless advised by City staff to utilize City dumpster outside the Memorial Hall. Caterers/Renters are required to wipe down all areas where food had been present. Renters need to ensure that kitchen surfaces, sinks, countertops, tables, chairs, bathrooms are clean and sanitized. The floor of the Hall will need to be swept, vacuumed, and mopped. All cleaning supplies will be provided by the City and are located in the multipurpose room just east of the kitchen area.

### **5. AGREEMENT PROVISIONS**

#### **5.1 Property Damage/Missing Items**

The Renter agrees to pay the City for any physical damage to the Hall or its contents during the event within 48 hours. The Renter also agrees to replace or pay the cost of replacement for any missing items. The City must approve of any proposed replacement items to ensure they are of at least the same quality as the item being replaced.

#### **5.2 Waiver and Assumption of Risk**

The Renter knows, understands, and acknowledges the risks and hazards associated with using the Hall and hereby assumes any and all risks and hazards associated therewith. The Renter hereby irrevocably waives any and all claims against the City or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Renter as a result of using the Hall and hereby irrevocably releases and discharges the City and any of its officials, employees or agents from any and all claims of liability.

### **5.3 Assumption of Responsibility**

The Renter assumes full responsibility for the appropriate conduct of the Renter and guests at the Hall. The Renter also assumes full responsibility for any loss, breakage, or damage caused to the Hall. The City is not liable for any loss, damage, injury, or illness suffered during the use of the Hall by the Renter or the guests. The City is not responsible for any items that are left at the Hall by the Renter or the guests. The City may retain or discard any such items at its discretion.

### **5.4 Entire Agreement**

This Agreement, including the attached documents, supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the parties and contains the entire agreement.

### **5.5 Amendments**

Any modification or amendment to this agreement are only effective if they are in writing and signed by both parties.

### **5.6 Governing Law**

This agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. Any dispute regarding this agreement shall be brought in district court in Pipestone County, Minnesota.

### **5.7 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 waiver of such provision or a waiver of any other breach or failure to comply with any other provision of this agreement.

### **5.8 Savings Clause**

If a court finds any portion of this agreement to be contrary to law or invalid, the remainder of the agreement will remain in full force and effect.

### **5.9 Reimbursement of Attorneys' Fees**

If Renter shall default under any of the provisions of this Agreement, and the City shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder, or for the enforcement of performance or observance of any obligation or agreement on the part of the Renter contained in this Agreement, the Renter will on demand therefor reimburse the City for the reasonable fees of such attorneys and such other reasonable expenses so incurred.

## **6. RULES AND REGULATIONS**

**6.1** In the event the Renter violates any of the conditions of this Rental Agreement, Renter may forfeit the security deposit, and in addition, shall be responsible to the City of the payment of any costs, expenses, or damages in addition to the deposit forfeiture.

**6.2** Renter shall defend, hold harmless, and indemnify the City against any and all claims, liabilities, damages, or

judgments asserted against, imposed upon or incurred by the City, which may arise out of the rental of the Hall by the Renter, or by the negligence and/or failure to discharge responsibilities by any agent, employee, representative, guest or invitee of the Renter in the rental or use of the Hall.

**6.3** The City of Jasper has the right to deny the use of the Hall to any individual, group, or organization that has its use privileges revoked due to mistreatment of the facility, failure to conform to City policy or use rules; or is not current with any payments due the City of Jasper, including utility payments.

By: \_\_\_\_\_

Renter (*print*)                      Renter (*sign*)                      Date

By: \_\_\_\_\_

City Representative (*print*)                      City Representative (*sign*)                      Date

## RENTER'S CHECKLIST

- Wipe down all counter tops, appliances, and doors. (*supplies located in the multipurpose room just east of the kitchen area*)
- Clean all bathrooms and restock (*supplies located in the multipurpose room just east of the kitchen area*)
- Sweep and mop all floors (*supplies located in the multipurpose room just east of the kitchen area*)
- Vacuum floors (*supplies located in the multipurpose room just east of the kitchen area*)
- All garbage must be bagged and left in front entry way, unless advised by City staff to utilize City dumpster outside the Memorial Hall.
- Pick up any trash or cigarette butts on the Hall grounds.
- Remove all decorations from the walls and floor without causing damage to the Hall.
- All items brought into the facility must be removed.
- Turn off lights and fans.
- Lock all doors.
- Return key immediately after the event to the City Office and leave in drop box located in the hallway area.
- Return Hall to clean and unused condition for next use.