

QCC Rental Agreement

105 Wall Street East P.O. Box 277 Jasper, MN 56144 Office (507) 348-3701 Fax (507) 348-3000 office@cityofjaspermn.com www.cityofjaspermn.com

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 QCC 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 INFORMATI	ION			
Name/Group Name				
Street Address				
City, State, Zip Code				
Phone Number(s) Driver	's License Number			
E-Mail Address	CITY USE ONLY			
PAYMENT: Cash, Check, or Credit/Debit Cards Accepted.	Key # Date Out Date In Booking Fee Paid Y N			
*Credit/Debit Cards are charged a min 3.0% convenience fee	Booking Fee Paid Y N Damage Deposit Paid Y N			
Make checks payable to: City of Jasper	- Samuge Spann and			
EVENT INFORMATION	ON			
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.***				
"""All events time will need to end by 12:00 am and th	ie building vacated by 1.00 a.m			
Alcohol prohibited at thi	s facility			
TERM & CONDITION	NS			
The City of Jasper; hereinafter referred to the "City", and the unde covenant and agree as follows:	rsigned, hereinafter "Renter", mutually			
1. Renter shall have the use of the QCC, hereinafter "Hall", for a(time) to(time) for the agreed amoun time necessary for setup and cleanup.				
time necessary for secup and cleanup.				
2. I,, as the	Renter am agreeing that:			
***ALCOHOL IS PROHIBITED AT T				
	HIS FACILITY***			
☐ No alcohol will be served at the event	HIS FACILITY***			

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 - QCC	\$100.00	Non-Resident - QCC
\$150.00	0.00 Resident - QCC (Dance/Large Events)		Non-Resident QCC (Dance/Large Events)

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 QCC.

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,

\$250.00		
	Date Received	

3. FEES / DEPOSITS / AGREEMENTS

the Renter will forfeit the deposit to the City.

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 70" round tables, and inside hairs are included in the Hall rental fee. Hall holds approximately 180 guests. The tables and chairs are all stored on rolling carts in the utility room and in classroom 5 across from Hall entryway. 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 QCC.

The Deposit is due at the time the key is picked up for the event. Once the QCC 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

ALCOHOL IS PROHIBITED AT THIS FACILITY

NO ALCOHOLIC BEVERAGES MAY BE CONSUMED INSIDE OR OUTSIDE OF THE HALL OR SIDEWALK AREAS OF THE HALL.

If alcohol is consumed at the event it will result in the immediate loss of the damage deposit.

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 QCC will result in the immediate loss of the renter's damage deposit.

4.6 Open Flame

Propane grilling is not allowed on the grounds of the Hall. The use of propane heaters inside the building or on the grounds is prohibited. Fire extinguishers are placed by the kitchen and in the hallway by the bathroom. 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 QCC 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 QCC 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 by next business day following the event. Keys can be left in City Office drop box located in the hallway area of the City Office. 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 6 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 by west kitchen door, unless advised by City staff to utilize City dumpster outside the QCC. 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 labeled kitchen cabinet of the Hall.

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.

Ву:			
	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 labeled kitchen cabinet)
- o Clean all bathrooms and restock (supplies located in labeled kitchen cabinet)
- Sweep and mop all floors (supplies located in labeled kitchen cabinet)
- Vacuum floors (supplies located in labeled kitchen cabinet)
- All garbage must be bagged and left by west kitchen door, unless advised by City staff to utilize City dumpster outside the QCC.
- o Pick up any trash or cigarette butts on the Hall grounds.
- o Remove all decorations from the walls and floor without causing damage to the Hall.
- All items brought into the facility must be removed.
- o Turn off all lights.
- Lock all doors.
- Return key by next business day following the event. Keys can be left in City Office drop box located in the hallway area of the City Office.
- o Return Hall to clean and unused condition for next use.