

**KANDIYOHI CIVIC CENTER LEASE AGREEMENT 20\_\_**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Kandiyohi, a political subdivision of the State of Minnesota as Lessor, and \_\_\_\_\_, Lessee. Phone number: \_\_\_\_\_ Address: \_\_\_\_\_

WITNESSETH, that Lessor, in consideration of the covenants hereinafter mentioned does hereby remise and let to Lessee the Kandiyohi Civic Center, located in the City of Kandiyohi, and State of Minnesota.

I.

The term of this lease shall be from \_\_\_\_\_ to \_\_\_\_\_ only. During the period of this lease, the Kandiyohi Civic Center, including its stairways and adjoining walkways, are in the sole possession and control of Lessee. After said lease period, use, possession, and control of said Kandiyohi Civic Center shall be restored to the City of Kandiyohi.

II.

Lessee, in consideration of this lease, agrees to pay Lessor the sum of \$\_\_\_\_\_ Dollars for the period of this lease and a deposit of \$150 that needs to be paid when booking Civic Center. If a no show, the Lessor reserves the right to keep the deposit. If the Center is not left as it was before renting, the Lessor will keep the Deposit. Cancellations must be made 7 days before the rental date or deposit will be kept. All returned checks will be assessed a \$30.00 non-sufficient funds fee.

III.

Lessee agrees to assume full liability for any injuries or damages arising out of the use of the Kandiyohi Civic Center, and to indemnify and hold Lessor harmless for any such injuries or damages.

IV.

The Lessor is not responsible for any personal property placed on the premises during the term of this lease or after its expiration.

V.

Lessee agrees that it will not sell, serve, or consume any alcoholic beverages at the Civic Center during the term of this lease, unless authorized by the Lessor. Soft drinks may be sold.

VI.

The cost of the utilities used during the term of this lease is included as part of the total rent specified in Article II above. However, Lessee is responsible for seeing that the utilities are used in a reasonable manner.

VII.

No activity which is dangerous to life or limb will be permitted on the premises by Lessee.

VIII.

**Lessee agrees that there will be no parking behind the Kandiyohi Civic Center on the tar between the Civic Center and the alley in front of the Fire Hall overhead door.** Any vehicles parked in this area will be towed by City Line Towing out of Willmar at the vehicle owner's expense.

IX.

Lessee agrees to abide by the Ordinances of the City of Kandiyohi, and the laws of the State of Minnesota, while using the Kandiyohi Civic Center.

X.

Lessee has inspected the Kandiyohi Civic Center and accepts its current condition as satisfactory for Lessee's intended use.

XI.

Lessee agrees to return the Kandiyohi Civic Center to Lessor upon termination of the lease period in the same condition as it assumed the property. This includes doing any cleaning or repairs.

XII.

Should the premises be destroyed or rendered unfit for the Lessee's proposed use by fire or other act of God beyond the control of Lessor, this lease is cancelled, and any amounts paid by Lessee shall be refunded.

XIII.

Should Lessee violate any of the covenants of this Agreement, Lessor or its agents may be in their discretion to terminate this lease, take possession of the property immediately, and/or pursue any civil or criminal remedies provided by the law.

XIV.

**Lessor will not be held liable for the exposure to any communicable virus or bacterial infections. Lessee assumes full liability, shall indemnify Lessor, and hold harmless for any exposure to a virus or bacterial infection. Lessee is responsible for notification should any exposure occur.**

XV.

Additional Terms:

**IN WITNESS WHEREOF, this instrument is executed the day and date first above written,**

**CITY OF KANDIYOHI, LESSOR**

**LESSEE**

By \_\_\_\_\_

By \_\_\_\_\_

City Clerk/Treasurer

Print Name \_\_\_\_\_

License number (Non-Profits Only) \_\_\_\_\_