

Remember to pickup key from City Hall the Friday before between 7:30 to 4:30 and return to drop box after.



City of Jackson

Senior Center Building Rental Agreement

The undersigned Renter and City of Jackson, Lutheran Social Services, and the Jackson Senior Club (collectively hereinafter City) intending to be bound by the following terms and conditions hereby agree as follows:

1. RENTAL FEES:

The Rental Fee for the Senior Center Building is \$40/day plus a \$20 cleaning deposit. The Renter signing the agreement shall be personally responsible for the payment of the rental fee. The Senior Center Building is not reserved until the Renter and City have executed this Building Rental Agreement and the rental fees are paid.

2. CANCELLATION:

Renter may cancel this Lease Agreement by giving written notice to the City. If the notice is 10 days or more prior to the rental date, the City will refund 50% of the rental fee. The rental fee is non-refundable if the Renter cancels less than 10 days prior to the rental date unless the City is able to re-rent the building for the said day. The cleaning deposit shall be refunded in any case.

3. CLEAN-UP:

Clean up of the Senior Center Building and the surrounding area must take place immediately following the event. The Renter must clean off all tables, chairs, and return them to their original locations. Trash containers must be emptied. The Renter must provide their own cleaning supplies. All items brought in by the renter must be removed. If the items remain in the building after 6 a.m. the following day the Renter will forfeit their cleaning deposit. If cleanup in addition to the normal cleanup is necessary the Renter will be charged a minimum of \$40 plus and an additional \$20 per hour. The Senior Center Building shall be returned in the same condition as it was prior to occupancy by Renter.

4. KITCHEN USAGE:

Renters are welcome to use the kitchen. However, the renter must provide their own dishes and utensils and clean up the kitchen area and leave it as you found it.

5. RENTER ACKNOWLEDGES AND ASSUMES ALL RISK:

The Renter hereby voluntarily assumes any and all risks, including damage to property and injury to their person, their group, invitees or guests now or in the future which may be caused during or as a result of the use of the Senior Center Building.

6. INTENTION OF THE RENTER TO COMPLETELY DISCHARGE THE CITY OF JACKSON, LUTHERAN SOCIAL SERVICES, AND THE JACKSON SENIOR CLUB AND HOLD THEM HARMLESS FROM ANY AND ALL CLAIMS:

It is the agreement of the parties that, in consideration for permission to use the Senior Center Building, the Renter and all of the Renter's group, guests, invitees hereby voluntarily releases, waives, discharges, and holds harmless the City and their agents, representatives, employees, affiliates, and Insurance Company for any and all claims, demands and causes of action of any nature whatsoever which they, their guests, invitees, estates, spouses, family, members, successors, assigns and others they allow to use the Senior Center Building may have against any or all of them.

4. COVENANT NOT TO SUE:

The undersigned covenants that the undersigned shall not now or at any time in the future directly or indirectly commence or prosecute any action, lawsuit, or other proceedings against the City and their owners, employees, agents, affiliates, and Insurance Company concerning, arising out of or related to the actions, claims, and demands hereby waived, released, or discharged by the undersigned.

5. ASSURANCE BY THE UNDERSIGNED:

The undersigned is of legal age and has the full power, authority, capacity and right without limitation to execute, deliver, and perform this release.

6. AGREEMENT AND RELEASE IS BINDING AND UNCONDITIONAL:

This agreement and release is unconditional and shall be binding upon the undersigned and the undersigned guests, invitees, spouse, legal representative, heirs, successors and assigns.

7. THE RENTER AGREES TO INDEMNIFY AND DEFEND CITY:

The undersigned will indemnify and defend the City and their agents, representatives, employees, agents, affiliates, and Insurance Company concerning any lawsuits or causes of action brought against the City and their employees, agents, affiliates, and Insurance Company due to use of the Senior Center Building.

8. PAYMENT FOR DAMAGES:

The undersigned will pay for any and all damages to the Jackson Senior Center Building caused by their used of the facility.

9. ACCEPTANCE OF PREMISES:

The Renter has inspected the premises and found it in good repair and free from any defects.

10. RESPONSIBLE FOR USE:

The Renter is responsible for the Jackson Senior Center Building during the time of use and understands that Renter will pay for any amounts required to bring the Jackson Senior Center Building back into the same condition as it was prior to Renters use.

11. ALCOHOL CONSUMPTION:

The Renter shall not allow the sale, possession, consumption of alcohol by anyone under the legal drinking age at any time.

12. GOVERNING LAW:

This Agreement is governed by Minnesota Law and the venue for any action to enforce this agreement shall be in Minnesota District Court in Jackson County.

13. COVID Regulations:

The right to use the Jackson Senior Center Building is subject to all current Minnesota executive orders and stay safe Minnesota guidance and users shall be bound by those regulations.

14. Use:

User acknowledges and agrees to abide by all Federal, State and local laws and regulations in the use and occupancy of the Jackson Senior Center Building.

15. Termination of Use:

Violation of any of the terms and conditions of this Agreement by User or their guests or invitees will immediately terminate your right to use and occupy the Jackson Senior Center Building. Continued occupancy thereafter will constitute a trespass of the property and can subject said parties to criminal charges.

16. COSTS OF ENFORCEMENTS:

The City shall be entitled to its reasonable attorney fees and costs to enforce any of the terms and conditions of this Agreement.

THE UNDERSIGNED RENTER(S) HAS CAREFULLY READ THIS AGREEMENT and fully understands its terms and conditions and agrees to be bound thereby.

Renter(s):

Signed this _____ day of _____, 20__

Renter Sign Here _____

Renter Print Name _____

Address _____

Telephone Number _____

Date of rental: _____ Date of Payment: _____

Date Key Issued: _____ Date key returned: _____

This Senior Center Building Rental Agreement is approved by the City this _____ day of _____, 202 .

By: _____

Its: _____

KEEP COPY OF AGREEMENT WITH YOU DURING USE OF THE SENIOR CENTER BUILDING