

CENTENNIAL CENTER FACILITY RENTAL AGREEMENT

In consideration of the fees and covenants here in expressed, the Grafton Parks & Recreation District does hereby give permission to _____ hereinafter called the "RENTER", to use the described facilities of the Centennial Center for the dates of _____

- The sole purpose of renting Centennial Center Arena
(EVENT) _____

1) The renter shall have the use of the following described areas:

Entire Facility Ice Rental Lobby Rental

2) The rent to be paid by the renter are based on the terms outlined in the Rental Guide Sheet and are as follows:

- A. Facility Rental \$ _____
- B. Set-up/Take down \$ _____
- C. Cleaning Fee (There will be an additional fee added to rental fee if Grafton Parks & Rec has to do additional cleaning) \$ _____
- D. Additional Provisions please specify below \$ _____

TOTAL \$: _____

- 3) Renter shall not televise, broadcast or distribute material of event without the approval of the Director of Grafton Parks & Rec
- 4) **CONCESSION STAND:** Concession rights are reserved to the Grafton Blue Line Club If the Blue Line Club declines to serve the event the renter has the opportunity to find other vendors to provide concessions. The concession stand may not be used by any party with the exception of the Grafton Blue Line Club.
- 5) **LAWS AND ORDINANCES:** Renter agrees to comply with all laws, ordinances and rules applicable to the use of said described facilities and to pay all taxes imposed by law in connection with its use and occupancy thereof.
- 6) **FIRE PERMIT (if necessary):** Renter agrees that they shall not stage any act or performance in which fire or flame is involved without first obtaining written permission from the Grafton Parks & Rec District and Grafton Fire Dept.
- 7) **CARE OF FACILITY/HOUSEKEEPING:** Renter agrees to keep all of said building and premises, including plumbing, heating & electrical in such repair and condition as the same as they were at the commencement of said term of agreement. All damage caused by any acts of renter or its guests/patrons will be responsible for the full expense of repair or replacement. *****Please walk thru the facility with the arena staff on duty before taking over ice and inspect it with staff when leaving*****
- 8) **TOOLS AND EQUIPMENT:** Renter agrees not to use the Grafton Parks & Rec District's equipment, tools or furnishings without first applying for and receiving the approval of the facility manager.
- 9) **SUBLET:** Renter shall not assign or transfer this agreement or sublet any portion thereof at any time during the agreement.

- 10) **BREACH OF AGREEMENT:** Renter specifically agrees that if it breaches this rental agreement and suit is brought by the Grafton Parks & Rec District for the recovery of any payment due under this rental agreement, or for the breach of any provision of this agreement, the renter agrees to pay all costs in connection with such suit, including any and all attorney fees, whether or not suit proceeds to judgment.
- 11) **TOBACCO/ALCOHOLIC BEVERAGES:** The Centennial Center Arena is a tobacco free facility. The use or sale of any or all tobacco products shall be prohibited on the property of the Centennial Center facility. All arrangements regarding alcoholic beverages must be pre-approved by the City of Grafton and Grafton Parks & Rec District. The process of obtaining permission must be done by the requesting vendor/business/renter.

INITIAL _____ **DATE** _____

- 12) **DEPOSITS:** A 50% deposit of total amount is payable upon signing of facility rental contract. This is a non-refundable deposit that is applied toward the total fees and charges. The final payment of the remaining balance is due a week before the date of the event. The rental will be canceled if not paid in full by the final payment deadline. **Make checks payable to Grafton Parks & Rec. Credit Cards are also accepted with a 3.1% transaction fee by calling the office at (701)352-1842**

INITIAL _____ **DATE** _____

- 13) **INSURANCE:**
- a. Renter agrees to obtain at its own cost and expense public liability insurance in the amount of \$250,000 per person and \$500,000 per occurrence and shall name the Grafton Parks & Rec District as an additional insured. A certificate of insurance shall be provided to the Grafton Parks & Rec District prior to the agreement being signed.
 - b. If insurance coverage is not purchased, the RENTER agrees to release the Grafton Parks & Rec District and its agents and employees from any such claims and RENTER agrees to indemnify and hold the Grafton Parks District, its agents and employees harmless from any claims by any of the minors listed below arising out of or in any way related to the event.

INITIAL: _____ **DATE:** _____

- 14) **INDEMNIFICATION:** The renter will be responsible for any costs incurred as a result of any damage to the facility. Further, the renter agrees to indemnify, save, and hold harmless the Grafton Parks & Rec District, its agencies, officers, and employees, from any and all claims of any nature, excluding Park District Programs, including costs, expenses, and attorneys' fees, which may in any manner result from or arise out of this contract. The renter also agrees to indemnify, save, and hold the Grafton Parks & Rec District harmless from all costs, expenses, and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein.

INITIAL: _____ **DATE:** _____

RENTER'S SIGNATURE: _____ **DATE:** _____

RENTER'S ADDRESS: _____

RENTER'S PHONE#: _____

Grafton Parks & Recreation District Signature: _____

Date: _____