



Armory Rental Agreement

This Armory Rental Agreement (the “Agreement”) is made between the City of Olivia, Minnesota (the “City”) and _____ (the “User”), (collectively, the “Parties”).

WHEREAS, the City owns The Armory, a Community Center, that it rents out to individuals or groups; and

WHEREAS, the User has submitted an Armory Rental Application (the “Application”) to the City to use the Armory for: _____ (the “Event”); and

WHEREAS, the User’s Application has been approved by the City; and

WHEREAS, the City has adopted the Community Center Rental Rules and Regulations (the “Rules and Regulations”) which are attached to this Agreement and incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the Parties agree as follows:

1. **The Armory.** The City rents the Armory to the User. This Agreement include use of the Armory’s kitchen. Any offices or private areas of the Armory may not be used.
2. **Term.** User shall be entitled to use the Armory from _____ on _____ on _____ . This time period includes the time necessary for set up and clean up.
3. **Rent.** User agrees to pay the City the sum \$ _____ for using the Armory. The User agrees to pay the City an additional \$ _____ for each hour or fraction of an hour the User is in the Community Center past the stated ending time of the rental in Section 2. The initial rent is due 14 days prior to the Event, or on the date of this Agreement if less than 14 days remain prior to the Event. Any additional rent must be paid within seven (7) days after the Event. If the Event is cancelled, the rent will be returned or kept pursuant to the Rules and Regulations.
4. **Security Deposit.** The User paid a security deposit of \$ _____ with the Application. The security deposit will be returned or kept pursuant to the Rules and Regulations.
5. **Food.** The City _____ authorize food to be served at the Event as described in the Application.
6. **Alcohol.** Alcohol _____ be served at the Event. If alcohol will be served or sold, the User agrees to comply with all liquor licensing requirements and City Armory Rules and

Regulations, including those related to alcohol. The City reserves the right to prohibit the serving or sale of alcohol in the Armory. The serving or sale of any alcohol is further subject to the Rules and Regulations.

7. **Entertainment.** The City _____ authorize entertainment to be provided as described in the Application.
8. **Insurance.** The User _____ required to obtain liability insurance for the Event. If insurance is required, User agrees to obtain at least the minimum coverage set forth in the Rules and Regulations. The User agree to provide a certificate of insurance to the City showing the required coverage at least seven (7) days prior to the Event and naming the City as an Additional Insured.
9. **Property Damage/Missing Items.** The User agrees to pay the City for any physical damage to the Armory or its contents during the Event. The User also agrees to replace or pay the cost of replacement for any missing items.
10. **Indemnification.** The User shall defend, indemnify and hold harmless the City and its officials, employees and agents from any liabilities, judgments, losses, costs or charges (including attorneys' fees) incurred by the City or any of its officials, employees or agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with the use of the Armory by the User or by the User's guests or invitees, except to the extent caused by the sole negligence, gross negligence or willful misconduct of the City or its officers, employees or agents.
11. **Waiver and Assumption of Risk.** The User knows, understands and acknowledges the risks and hazards associated with using the Armory and hereby assumes any and all risks and hazards associated therewith. User 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 User as a result of using the Armory and hereby irrevocably releases and discharges the City and any of its officials, employees or agents from any and all claims of liability.
12. **Rules and Regulations.** The User certifies that he or she has read the attached Rules and Regulations and agrees to be bound by the Rules and Regulations. The User shall be responsible for ensuring compliance with the Rules and Regulations by the User's guests or invitees.
13. **General Provisions.**
 - A. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
 - B. **Amendments.** Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.

- C. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- D. **Captions.** Section headings contained in this Agreement are included for convenience only and form no part of the Agreement between the Parties.
- E. **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 continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- F. **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.

IN WITNESS WHEREOF, the Parties caused this Agreement to be approved on the dates below.

By signing this agreement, I declare that I have read, understand and agree to all of the terms and condition of this Agreement.

Date: _____

City Administrator

Date: _____