



## COLE MEMORIAL BUILDING USE AGREEMENT

**(Please return this completed form to the Pequot Lakes City Hall, along with the user fee and damage deposit, if required. Keep a copy of this form for yourself, or request the Clerk's office to make you a copy).**

Name of User or other Responsible Party: \_\_\_\_\_

Event: \_\_\_\_\_

Date of Reservation: \_\_\_\_\_ Hours of Use: \_\_\_\_\_

Number of people that will be present: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Mailing Address(if different from above): \_\_\_\_\_

\_\_\_\_\_

Phone(s): \_\_\_\_\_

I hereby agree to the terms of this Use Agreement.

\*Rules are subject to change

\_\_\_\_\_  
Signature of User or Responsible Party

\_\_\_\_\_  
Date

## COMMUNITY BUILDING USE POLICY

In consideration of being granted permission to use the Cole Memorial Building facility ("Facility") on the date(s) set forth herein, the undersigned ("User or Responsible Party") agrees to the following terms and conditions:

1. Applications are available at Pequot Lakes City Hall. For information Contact:
  - City of Pequot Lakes
  - 4638 Main Street, Pequot Lakes, MN 56472
  - 218-568-5222
  - Office Hours M-F 8:00 a.m. to 4:00 p.m.
  
2. Rates for renting the building:

### **Holidays**

No reservations will be accepted on city designated holidays listed below or on the day the holiday is observed by the city.

### **Holiday schedule is as follows:**

New Year's Day	January 1 <sup>st</sup>
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25 <sup>th</sup>

### **Monday – Friday - 7:00 a.m. – 4:00 p.m**

- A. Full Day Meeting (5-8 hours) - \$100
- B. Half Day Meeting (0-4 hours) - \$50
- C. Non-profit organizations and government agencies not charging for services - No Charge (Proof of non-profit status must be provided)

### **All Other Times: (Any time on Weekends and Monday – Friday before 7:00 a.m. or after 4:00 p.m.)**

**(Includes any person, group, non-profit organization, or government agency)**

- A. Full Day Meeting (5-8 hours) - \$100
- B. Half Day Meeting (0-4 hours) - \$50

- The User or Responsible Party agrees to pay to the City of Pequot Lakes the amounts as set forth above upon reservation.
  
- In addition to the building rental fee, a \$100 damage deposit is due upon reservation above. This will be returned to the User or Responsible Party if room is left in the same condition as before the event.

3. Building Capacity is 120 persons. It is understood that the number of persons in the building at one time cannot exceed the building capacity.
4. The User or Responsible Party will be totally responsible for all loss, damage, or claims made by any person or any party, which concerns use of the facility during the time User or Responsible Party and his/her invitee and guests are using the Facility. The City shall not be responsible for any loss, damage, or claims made by any person or party, it being understood that the sole and complete responsibility for use of the premises lies with User or Responsible Party in case such claims are made.
5. If claims are made against the City, User or Responsible Party agrees to defend the City, its officers, council members, agents, and employees against all claims made. Further, User or Responsible Party agrees to indemnify and hold harmless the City, its officers, council members, agents, and employees from and against any and all claims and liabilities, including attorney fees, as to any claims for damages or losses which arise or could have arisen out of the use of the Facility by User or Responsible Party. If User or Responsible Party does not defend, indemnify, and hold the City harmless pursuant to the provisions of this agreement, then the City may institute an action against User or Responsible Party and all persons using the premises for recovery of all expenses and costs incurred by the City for the failure to defend, indemnify, and hold the City harmless pursuant to the provisions of this paragraph.
6. User or Responsible Party agrees that he/she shall not damage the Facility or any part thereof, nor allow the same to be damaged or destroyed by any person during the time the User or Responsible Party is responsible for use and during the time he/she utilizes or has control over the Facility. If any damage should occur, the User or Responsible Party shall be responsible for any and all damage to the Facility. The undersigned User or Responsible Party further agrees that he/she shall abide by all applicable local, state, and federal laws, rules, and regulations.
7. The User or Responsible Party agrees further to abide by the following rules and responsibilities concerning the use of the Facility:
  - Return any and all keys to the City Clerk's Office.
  - All floors shall be swept and all glasses, cups, and paper shall be removed.
  - Towels and dish cloths shall be placed in the container provided.
  - All tables and chairs shall be wiped off to remove all traces of any spills and returned to storage.
  - All items in the kitchen shall be returned to an orderly condition and all countertops shall be wiped clean. The sink shall be rinsed and cleaned.
  - All garbage shall be placed in garbage bags which are provided.
  - Coffee grounds, food, or any unsafe items shall not be placed into the sinks.
  - All light switches shall be turned off and doors shall be locked at the end of the event.
  - The User or Responsible Party of the Facility agrees to inform all persons attending the event concerning the terms and conditions relating to the use of the Facility.
  - There shall be no alcohol or tobacco use allowed in the Facility.

8. Other terms and conditions of the Facility Permit:

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Failure to follow the above policies and rules established by the City shall be cause for forfeiture concerning future use privileges and may subject the User or Responsible Party to liability for any loss or damage caused thereby.