



**FST COMMUNITY CENTER RENTAL AGREEMENT**

This Rental Agreement was entered into on this \_\_\_\_\_ date between Floodwood Services and Training Inc. (FST), a Non-profit corporation, organized under the laws of the State of Minnesota

**And**

\_\_\_\_\_ referred to as the renter.

Please print name above

Date: \_\_\_\_\_ Rental Amount: \_\_\_\_\_ Damage Deposit: \$ \_\_\_\_\_

Other Conditions: \_\_\_\_\_

**In consideration of the mutual covenants contained in this Agreement,  
The parties agree as follows:**

**SECTION ONE: DESCRIPTION OF PREMISES**

FST agrees to rent to renter, the following facilities in the City of Floodwood, State of Minnesota, located at 601 Ash Street: The Community Hall and grounds and parking area surrounding hall.

**SECTION TWO: INGRESS AND EGRESS**

Renter shall have the right of ingress and egress through the halls and corridors of such building, but acquires no other right in any other part of the building than the part specified.

**SECTION THREE: PURPOSE**

Renter represents that the above-described premises are being rented for the purpose of a private function and for no other purpose whatsoever, without the written consent of FST indorsed on this Agreement.

**SECTION FOUR: QUIET ENJOYMENT**

FST agrees to permit renter, upon faithful performance of the terms and covenants of this Agreement, to peaceably and quietly have, hold and enjoy use of the rented premises for the purpose and for the term stated above.

**SECTION FIVE: FURNISHING OF SERVICES**

FST shall furnish the following services: Unlocking of building, List of inventory, Bathroom supplies, Trash bags and Cleaning supplies. Other items available upon request.

**SECTION SIX: RENT**

Renter shall pay to FST, at FST office at 601 Ash Street, Floodwood, Minnesota, for the use of the rented premises and facilities, the sum noted above under "Rental Amount", payable one week in advance.

Renter shall pay to FST on demand any sum that may be due to FST for additional services, accommodations, or materials furnished or loaned by FST to renter.

**SECTION SEVEN: DAMAGE DEPOSIT**

The parties acknowledge that renter has deposited with FST on the date of this Agreement as security

The sum of noted above under "Damage Deposit". The parties agree that such sum shall be held by FST as security for the faithful performance by renter of all terms, covenants and conditions of this agreement. In the event of the failure of renter to keep and perform all the terms, covenants and conditions, then at the option of FST, FST may, at the end of the lease term, apply as much of the security deposit as may be necessary to compensate FST for all loss or damage sustained or suffered by FST due to the breach on the part of renter.

**SECTION EIGHT: RENTER TO INSURE RENTED PREMISES**

It is strongly suggested that Renter insure, for the term of this rental agreement, the rented premises, and procure such insurance policy covering the following:

- (1) Public liability insurance providing for a minimum One Million and no/100ths dollars (\$1,000,000.00) per occurrence for property damage, bodily injury; and
- (2) in the event the renter is to allow beer, wine, or liquor of any kind to be sold, given away, or consumed on the rented premises, then liability insurance procured by renter shall save harmless and protect FST and the rented premises against any and all damages, claims, judgments, expenses and costs arising from the sale, provision or consumption of such intoxicating beverages, arising under the Minnesota Dram Shop Act, or arising under any present or future law, statute or ordinance.

**SECTION NINE: SURRENDER OF PREMISES**

Renter shall quit and surrender the rented premises and all equipment contained on and in the rented premises to FST at the end of the term of this Agreement in the same condition as at the date of the commencement of this Agreement.

**SECTION TEN: RULES AND REGULATIONS**

Renter shall abide by and conform to all rules and regulations from time to time adopted or prescribed by FST for the government and management of the facilities.

**SECTION ELEVEN: CATERING**

Renter shall contact, and make arrangements with, any concessionaire, catering service or other person or entity supplying food and/or beverages, or other services during the term of this Agreement.

**SECTION TWELVE: EMPLOYEES OF RENTER**

Any concessionaire, catering service, or other person or entity referred to in Section Eleven of this Agreement shall be under the exclusive control of renter, and renter is responsible for payment of any fees, workers' compensation, unemployment insurance, social security, and withholding taxes in connection with all such persons or entities as they may require.

**SECTION THIRTEEN: INDEMNIFICATION**

Renter covenants and agrees to save FST harmless and to indemnify FST against any and all claims or liabilities for compensation under the workers compensation act of the State of Minnesota and any other public liability or property damage liability that may arise or accrue by reason of the use by renter of the rented premises.

**SECTION FOURTEEN: RELEASE OF FST**

FST shall not be responsible for any loss, damages or injury that may happen to renter or renter's agents, employees, guests, or property from any cause whatever, prior, during, or subsequent to the period covered by this Agreement. Renter hereby expressly releases FST from, and agrees to indemnify FST against, any and all claims for such loss, damage or injury not directly caused by the negligence of FST.

**SECTION FIFTEEN: COMPLIANCE WITH LAW**

Renter shall comply with all laws of the United States and of the State of Minnesota, all ordinances of the City of Floodwood, and all rules and requirements of the police and fire departments or other municipal authorities of the City of Floodwood. Renter will obtain and pay for bodily injury liability and property damage insurance as may be required by the City of Floodwood, and all necessary permits and licenses, and will not do or suffer to be done anything on the rented premises in violation of any such laws, ordinances, rules, or requirements.

**SECTION SIXTEEN: DEFACEMENT**

Renter shall not injure, nor mar, nor in any manner deface the rented premises or any equipment contained in or on the rented premises, and shall not cause or permit anything to be done whereby the rented premises or equipment in or on the rented premises shall be in any manner injured, marred, or

defaced. Renter will not drive or permit to be driven nails, hooks, tacks, or screws into any part of the building or equipment contained in the building and will not make or allow to be made any alterations of any kind to the building or equipment contained in the building.

**SECTION SEVENTEEN: DAMAGE TO PREMISES**

If the rented premises, or any part of the building on FST premises, or any equipment located on FST premises shall be damaged by the act, default, or negligence of renter, or of renter's agents, employees, patrons, guests, or any person admitted to the rented premises by renter, renter will pay to FST upon demand such sum as shall be necessary to restore FST premises or equipment contained in or on the premises to their present condition.

**SECTION EIGHTEEN: LOSS OF EQUIPMENT**

All equipment entrusted to the care of renter or on FST premises during the term of this Agreement, which becomes lost, stolen, or disappears, shall be the sole responsibility of renter. Renter shall be responsible to pay full replacement costs to FST.

**SECTION NINETEEN: FIRE HAZARDS**

Renter shall not do or permit to be done anything in or on any part of the building, or bring or keep anything in the building, which will in any way increase conditions, or any insurance policy upon which the building or any part of the building, or in any way increase the rate of fire or public liability insurance upon the building or property kept therein, or in any way conflict with the regulations of the fire department or with any of the rules, regulations, or ordinances of the City of Floodwood.

**SECTION TWENTY: ATTORNEY FEES**

Renter agrees to pay one hundred percent (100%) attorney fees on any part of the rental or service charge required to be collected by FST by suit or by attorney after it is past due.

**SECTION TWENTY-ONE: OTHER USES**

Renter understands and agrees that, during the term of this Agreement, FST may use any part of premises not rented to renter.

**SECTION TWENTY-TWO: RENT REFUND**

A full refund of rent, less an administrative fee of Ten Dollars (\$10.00), shall be given to renter if renter cancels the lease, by written notice, at least two weeks prior to the commencement of the lease term. If renter fails for any reason to take possession of or to use the rented premises, without providing such prior written notice, no rent refund shall be made and the full rent called for by this Agreement, shall be payable by renter to FST, as liquidated damages, and not by way of penalty.

**SECTION TWENTY-THREE: STAFF**

Renter understands and specifically agrees that FST does not furnish any staff not otherwise provided for in this Agreement.

**SECTION TWENTY-FOUR: CONTROL OF BUILDING**

The building, including the rented premises and the keys thereof, shall be at all times under the charge and control of renter.

**SECTION TWENTY-FIVE: BINDING EFFECT**

This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties.

**SECTION TWENTY-SIX: GOVERNING LAW**

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota.

**SECTION TWENTY-SEVEN: ENTIRE AGREEMENT**

This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

**SECTION TWENTY-EIGHT: MODIFICATION OF AGREEMENT**

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

**SECTION TWENTY-NINE: WAIVERS**

Waiver by FST of any breach of any covenant or duty of renter under this Agreement is not a waiver of a breach of any other covenant or duty of renter, or of any subsequent breach of the same covenant or duty.

**SECTION THIRTY: REMEDIES OF THE FS&T CUMULATIVE**

The remedies given to FST in this Agreement shall be cumulative, and the exercise of any one remedy by FST shall not be to the exclusion of any other remedy.

**SECTION THIRTY-ONE: TIME OF THE ESSENCE**

It is specifically declared and agreed that time is of the essence of this Agreement.

**SECTION THIRTY-TWO: PARAGRAPH HEADINGS**

The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

**IN WITNESS WHEREOF**, each party to this Agreement has caused it to be executed at FST. On the date indicated below.

**FLOODWOOD SERVICES & TRAINING:**      **Rep:** \_\_\_\_\_

**RENTER** \_\_\_\_\_ **Date:** \_\_\_\_\_