

**CITY OF TWO HARBORS
COMMUNITY CENTER
APPLICATION AND RENTAL AGREEMENT**

1. Renter Information

Name or Organization: _____
Mailing Address: _____
Contact Person: _____ Phone Number: _____

2. Event Information

Event Date(s): _____
Time(s) of Use: _____
Nature of Use: _____
Estimated Attendance: _____ (Will not exceed ___ persons)

Dance with DJ: Yes No

If Yes, name of four adult chaperones:

Name: _____	DOB: _____
Name: _____	DOB: _____
Name: _____	DOB: _____
Name: _____	DOB: _____

Dance with Live Band: Yes No

If Yes, name of Law Enforcement Official: _____

Will food be served? Yes No

Will gambling activities be conducted? Yes No

3. Security/Damage Deposit

Renter shall pay to the City \$50.00 as a damage/security deposit pursuant to the Rules and Regulations.

4. Rental Fee

Renter shall pay to the City \$50.00 as a rental fee pursuant to the Rules and Regulations, unless Renter is a non-profit. The rental fee for non-profits is \$25.00 per day.

5. Cancellation

The City reserves the right to cancel the event up to two (2) business days prior to the date of the event. The Renter may also cancel the event thirty (30) business days prior to the date of the event. All fees paid to the City shall be refunded to the Renter if this Agreement is canceled pursuant to this paragraph. The Renter agrees that any desired use by the City has priority over the Renter's use. The Renter further agrees that the City shall have no responsibility or liability for any disruption, damages, or loss, which Renter may suffer or incur due to such cancellation.

6. Food Service

If food will be served at your event, you must provide the City with:

- 6.1 A Special Event Food Service License for the event issued by the Lake County Health Department; or
- 6.2 A letter from the Lake County Health Department saying that no license is needed for your event.

7. Insurance

The City prefers that the Renter obtain liability insurance for the Event. The City, in its discretion, may require liability insurance and will inform the Renter of any insurance requirements.

8. Property Damage/Missing Items.

The Renter agrees to reimburse the City for any physical damage to the Community Center or its contents during the Event. The Renter also agrees to replace or pay the cost of replacement for any missing items.

9. Gambling.

If gambling is to be conducted, then the Renter must provide a Charitable Gambling License covering such activity or a Certificate that was filed with the City with respect to such gambling.

10. Indemnification.

The Renter 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 Community Center by the Renter or by the Renter'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 Renter knows, understands and acknowledges the risks and hazards associated with using the Community Center and hereby assumes any and all risks and hazards associated therewith. Renter 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 Renter as a result of using the Community Center and hereby irrevocably releases and discharges the City and any of its officials, employees or agents from any and all claims of liability.

12. Understanding

Applicant understands and agrees that this is only an application for use and gives no assumed or implied rights for use until this application is approved by the City.

Applicant agrees that the City may deny the Application without cause or reason. By signing below, Applicant affirms that he or she has read and understands this Agreement and all the Rental Rules and Regulations attached to this form, and agrees to fully comply with the terms and conditions of this Agreement and the Rental Rules and Regulations if the City approves this application.

For the Applicant

For the City of Two Harbors

Address

Title

Date

Date