



# City of Emily

39811 State Highway 6, P.O. Box 68  
Emily, MN 56447  
Phone: (218) 763-2480 Fax: (218) 763-2481  
Email: clerk@emily.net

Rental Date \_\_\_\_\_

Space \_\_\_\_\_

## LEASE RENTAL AGREEMENT

Keys:
Pick up date _____
Name _____
Phone _____
Return date _____

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Function \_\_\_\_\_

(wedding, dance, meeting, etc.)

WHEREAS, the lessee is desirous of renting or utilizing space owned by the CITY OF EMILY, and

WHEREAS, the lessee acknowledges the use of said property with the permission and consent of the CITY OF EMILY is subject to the following provisions:

THEREFORE, IT IS AGREED BY THE UNDERSIGNED LESSEE, that the condition of their use of the EMILY CITY HALL of the CITY OF EMILY, they shall comply with the following conditions:

- FEES:** That they shall pay to the City of Emily:

\_\_\_\_\_  
initials

The sum of \$\_\_\_\_\_ rental fee and the sum of \$\_\_\_\_\_ deposit fee in a check made to the City of Emily, all paid in advance of the use of the Emily City Hall, and the City Clerk's office will issue a receipt for all cash monies received and hold the deposit check until after the use and all of the premises and the contents are inspected and meet the following conditions:

- DAMAGES:** That the lessee assumes the responsibility and liability for damages to the Emily City Hall, ordinary wear and tear excepted, as such might occur during their use of said property. That the lessee assumes responsibility for clean up of said building, the tables and chairs must be put away, the kitchen and rented area must be swept and refuse put into bags furnished by the city. You may clean up the day after its use but no later than noon with permission of the City Clerk. Retention of the security deposit for repair, by the City of Emily shall not limit said city to the sum, should the cost of repair and clean up be greater than the amount deposited.

\_\_\_\_\_  
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- ALCOHOLIC BEVERAGES:** It is further understood by the lessee of said premises that no alcoholic beverages shall be sold or bartered, no minors shall be served under the age of 21, and no alcoholic beverages shall be sold or bartered within the meaning of the Minnesota Dram Shop Law, without the obtaining of proper licenses from the State of Minnesota and the City of Emily, and providing the Clerk and City Council are furnished Dram Shop Liability Insurance as required by law and the city of minimum \$300,000.

- CONSUMPTION OF ALCOHOLIC BEVERAGES:** It is understood that all consumption of liquor and beer must be within the building; that no consumption of alcoholic beverages shall be permitted outside of city hall.

\_\_\_\_\_  
initials

- POLICE:** It is further agreed that the lessee of the premises shall provide police supervision at their own costs, either with the Emily Police Department at a cost of \$250.00 for up to six hours of supervision or through police supervision procured and paid for by lessee, and that a written permission slip will be given the City Clerk before the City Hall will be opened, confirming this fact and identifying the police supervision chosen by lessee. Requirement for police protection shall be necessary only for those events where liquor and or beer is served. The lessee is totally responsible for all actions and conduct of the policeman hired by them.

\_\_\_\_\_  
initials

6. **PRESENCE OF LESSEE:** It is further understood that during the use of the premises, the lessee herein shall be present, such presence being a condition to the continued use of the building on that date or in the future.

\_\_\_\_\_  
initials

7. **ENTERTAINMENT:** It is further agreed that any entertainment shall be first cleared by the City Council. No music, band, radio, stereo, etc. shall be at anytime in operation outside of the City Hall. That no speakers, amplifiers, or sound apparatus shall be allowed outside or placed in the open doors, windows to produce sound outside of the City Hall at any time.

\_\_\_\_\_  
initials

8. **CURFEW:** It is also a term of this agreement that under no circumstances will this event be permitted to continue beyond 12:00 p.m. midnight, and the police shall enforce this regulation.

\_\_\_\_\_  
initials

9. **PERSONAL INJURY:** It is further understood that lessee of said premises shall hold harmless and indemnify the City of Emily, Emily City Council, and all agents of the City of Emily for any injuries sustained to persons, damage to property, or amounts paid by the City on behalf of the user for damages which the City becomes liable for due to use of said premises by lessee or of his agents, employees, assigns, or sublessees.

\_\_\_\_\_  
initials

10. **PERSONAL PROPERTY:** The City of Emily, the Emily City Council, and all its agents, shall not be held responsible for any property if lessee or his agents, employees, guests, assigns, or sublessees if left over night, or forgotten on premises, become lost or damaged. Such as a band leaving musical instrument or belonging over night after a dance etc.

\_\_\_\_\_  
initials

11. **CANCELLATION POLICY:** If the undersigned lessee decides to cancel at any time before the date of use it is further understood that one-half of the rental fee shall be retained by the City of Emily.

\_\_\_\_\_  
initials

12. **TERM:** That said use shall be on the following date of \_\_\_\_\_, 20\_\_\_\_ beginning at \_\_\_\_\_ a.m./p.m. and ending at \_\_\_\_\_ a.m./p.m.

\_\_\_\_\_  
initials

13. **CITY HALL POLICY RECEIVED:**

**By execution of this agreement the undersigned lessee hereby covenants to comply with the terms and conditions hereof, and herewith the City Hall Policy.**

\*Alcoholic beverage clauses 3, 4 & 5\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of policeman if necessary

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Telephone number of policeman

\_\_\_\_\_  
Signature of City Employee

\_\_\_\_\_  
Date

**FOR OFFICE USE ONLY**

DEPOSIT:

Amount rec'd \_\_\_\_\_

Amount refunded \_\_\_\_\_

Check # \_\_\_\_\_ Cash \_\_\_\_\_

Employee \_\_\_\_\_