

CITY OF HOKAH  
**BUILDING RENTAL CONTRACT**

102 Main Street / PO Box 311 Hokah, MN 55941  
Phone: (507) 894-4990 Fax: (507) 894-3777

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

**Address:** \_\_\_\_\_

**Daytime Phone:** \_\_\_\_\_

**Date of Facility Use:** \_\_\_\_\_

Rental Fee Received: _____
\$50.00 Deposit Received: _____
\$50.00 Deposit Returned: _____
Date Key Issued: _____
Key Issued To: _____
Date Key Returned: _____

**BUILDING RESERVED**  
(Please Circle One)

**CITY HALL, 57 MAIN STREET**

**OTHER**

**FIRE DEPARTMENT, 9 MILL STREET**

The Renter must sign this Rental Agreement in the space provided below. By doing so, the Renter agrees to adhere to the following requirements, unless special arrangements have been noted by staff on this Rental Agreement, and agrees to accept the consequences for their failure to do so.

**Usage Policy**

The City of Hokah facilities may be utilized for any lawful use that will not be injurious to the property or to individuals. The determination of lawful use shall be made by the City of Hokah in consultation with the City Attorney. An event contact person shall be present during contracted use of the facility and must be in possession of this Contract whenever it is required to be produced by a member of the Hokah Police Department, Houston County Sheriff, or other Officials. City of Hokah may require, and applicant shall furnish, supplemental information when, in the opinion of the City of Hokah, such information that is necessary to ensure adequate safeguards for the protection of the property of the City of Hokah. RENTER agrees to pay all costs for repairs and restoration for any damages occurring during the period of contract.

In addition, the RENTER shall be liable to any person who shall receive actionable injury through the exercise thereof, and shall also hereby agree to hold harmless the City of Hokah, its duly elected officials and appointed officers from any and all claims of negligence and harm associated directly or indirectly with RENTER'S or patron's use of said facility. Proof of liability insurance naming the City of Hokah as co-insured **is required** \_\_\_\_\_ **is not required** \_\_\_\_\_.

The fees for janitorial, police and fire services shall be at the rates established by the City of Hokah. Where indicated, Hokah Police and Fire Departments must be notified to make arrangements with the Fire Chief and Police Chief (or designee) for these services. Payment is made for these services to the City of Hokah.

**Security** \_\_\_\_\_ **is required** \_\_\_\_\_ **is not required**. **Fire Department** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

Because of the significant demand for buildings, the Renter's hold on a particular location is not official until this Rental Agreement has been completed, and the deposit has been paid. Renters are encouraged to secure an official reservation as soon as possible. A schedule of current reservations is available at <http://cityofhokah.com/buildingschedule.aspx> & <http://cityofhokah.com/firedepartmentbuildingcalendar.aspx>. The schedule may not always be current but serves as a guide. Reservations are only made by completion of this form, and presenting to 102 Main Street. A blank copy of this agreement is available at: <http://cityofhokah.com/agenda.aspx>

A. **Cancellation.** If the Renter cancels their reservation at least two months in advance of the reserved date, 100% of their Deposit will be refunded. If cancelled with less than two months' notice, the Deposit will not be refunded, but the Renter will have no further obligation. Since a late cancellation means that another renter will not likely be found for the date you reserved, unfortunately there are no exceptions to this policy.

- B. **Alcohol.** The Renter will be subject to ejection and prosecution for the consumption of intoxicating beverages by minors, whether it is occurring with or without the Renter’s knowledge. Absolutely no sale of intoxicating beverages is allowed without permit. The Renter shall indemnify and hold the City harmless for any liability introduced by the consumption of alcoholic beverages upon city property during the rental period.
- C. **Nuisance.** The Renter is responsible for the conduct of guests during the rental period, causing a public nuisance may, at the discretion of the Police Department, be grounds for ejection from the facilities.
- D. **Parking.** Parking is permitted on-street or in designated areas only.
- E. **Trash.** Trash containers will be provided; renters must ensure that all refuse is placed in these containers. City employees will dispose of trash in the containers at the end of the event.
- F. **Keys.** Keys to the buildings are available at 102 Main Street, and at Hokah Kwik Trip. The keys must be returned to the location you got them the next business day immediately following the rental date. Renters shall be responsible for the cost of replacing lost or damaged keys, or re-keying the facilities.
- G. **Damage and deposit.** There is a \$50.00 deposit required in addition to the rental fee, which shall be returned only if City staff determines that all conditions of this Rental Agreement have been met. The Renter’s responsibility shall not be limited to the amount of the deposit. In the event of a violation of this Rental Agreement, the deposit may be retained to recover the administrative cost of recovering damages from the Renter, which shall be in addition to the deposit amount.
- H. **Minimum age.** Renters must be at least eighteen years of age, and the event must be supervised by a responsible adult eighteen years of age at all times.
- I. **Refunds.** *There are no refunds in part or in whole of rental fees, due to inclement weather, messy facilities, or for any other reason. At times the facilities are rented for several consecutive days by different patrons, so the condition of the shelter is dependent upon how well the previous renter adheres to this Rental Agreement. If the facility has not been adequately cleaned when the Renter takes occupancy, they are encouraged to photograph the preexisting condition to assist the City in dealing with that previous renter, but unfortunately, you will be expected to leave the building & area in good condition at the end of your event.*
- J. **RENTER** has read and agrees to all provisions as set forth in this contract. This contract does not prevent the City Council, City Clerk, or City Administrator from canceling this contract to schedule elections, municipal meetings, or other official City business if emergency circumstances dictate. The City of Hokah will notify the RENTER as quickly as possible if such emergency circumstances arise.

\_\_\_\_\_  
Signature of RENTER

\_\_\_\_\_  
Date

**FEES SCHEDULE**

FACILITY	RESIDENT		NON-RESIDENT	
CITY HALL –Seating Capacity 200	125.00		200.00	
FIRE STATION –Seating Capacity 100 <i>MEETING FEES ARE FOR BOTH BUILDINGS</i>	125.00	Meeting<2.5 Hours 25.00	200.00	Meeting>2.5 Hours 50.00
PARK SHELTERS PER DAY (NON-REFUNDABLE)	35.00		35.00	
BALL DIAMOND per WEEKEND DAY (NON-REFUNDABLE) (Non-Softball)	50.00		50.00	
CITY HALL & FIRE STATION SHORT PARTY (Birthday, Shower, Graduation)	50.00		100.00	

*Office Use Only: Employee Notes:*

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