

CITY OF IRONWOOD MEMORIAL BUILDING RENTAL AGREEMENT

This Agreement made this _____ of _____, 20____, by and between the City of Ironwood, a municipal corporation, hereinafter designated "Lessor", and _____ designated "Lessee", whose address is: _____.

WITNESSETH:

In consideration of the covenants and conditions hereinafter contained, it is hereby agreed by and between and parties hereto as follows:

1. The Lessor hereby lets and leases unto the Lessee, the following described Premises owned by the City of Ironwood, for the following period(s);

The auditorium rental is based upon the terms and conditions hereinafter mentioned, for use by the lessee, _____ between the hours of _____. commencing on _____ 20____ and ending on _____, 20____.

Said premises may be used for a _____ only and not for anything else without the written consent of the Lessor.

2. Rental Fees and Security Deposit

The Lessee agrees to pay the applicable rental fee in advance as follows:

- Non-Profit Public Event Rate: \$125.00
- Resident Private Rental Rate: \$700.00
- Non-Resident Rental Rate: \$1,000.00
- For Profit Event (M-F Business Hours only): \$400.00

In addition, a \$300.00 refundable security deposit is required for all rentals.

If a credit card is used for the security deposit, a valid credit card in the name of the Lessee is required.

The security deposit will be returned within approximately 10 business days following inspection of the facility, provided:

- No damage has occurred
- Cleaning requirements have been met
- All keys have been returned

The Lessee is responsible for all damages caused during the rental period, including those caused by guests or invitees.

3. The Lessee shall not assign, transfer, or sublet this lease on said premises, or any part thereof, without the written consent of the City.
4. "AS IS": Lessee agrees to accept the facilities and equipment in "as is" condition.
5. The Lessee shall be liable and responsible for all table and chair set up, tear down, janitorial, maintenance and cleaning personnel necessary to prepare the premises for the scheduled activity and necessary to restore the same to an equal or better condition than prior thereto immediately following such activity unless otherwise arranged.

6. The lessee agrees to conduct its activities upon the premises so as not endanger any person lawfully thereon and to indemnify and save harmless the lessor against any and all claims for injury to person or property (including claims of employees of the lessee or any contractor, subcontractor, or invitee) arising out of the activities contracted by the lessee, its agents, members or guests, or invitees. If alcohol is served during lessee's use of the premises, lessee shall procure appropriate licenses and insurance coverage insuring the City and furnish lessor with copy of insurance contract naming the City of Ironwood as an additional insured.
 - a) Lessee shall carry and maintain comprehensive public liability insurance, including property damage, insuring Lessor and Lessee against liability or injury to persons or property occurring in or about the leased premises or arising out of the tenancy, maintenance, use of occupancy thereof. Unless otherwise specified below such insurance will be in the amount of \$1,000,000 per occurrence.
7. Lessee shall comply with all laws of the United States, of the State of Michigan and all ordinances, rules and regulations of the City, and Lessee will not do or suffer to be done anything on said premises in violation of any such laws, ordinances, rules, and regulations.
8. Lessee is responsible for all damages to the building and equipment that occurs during the renting period and agrees that the use of these facilities is without any risk or liability to the City.
9. Lessee agrees to hold the City of Ironwood harmless from any claims arising from any and all activities it conducts in the Memorial Building and to indemnify the City for any loss or claims which the City may incur or be called upon to defend, including its reasonable Attorney fees and costs and reasonable costs of the City Staff in any such loss or claim.

SIGNED FOR LESSEE

Print: _____

Sign: _____

SIGNED FOR THE CITY

Print: _____

Sign: _____

Registered Non-Profit Name

City of Ironwood

213 S. Marquette St., Ironwood, MI 49938

(906)932-5050, Ext. 122 (Jen) or 121 (Mara)

Clerk Email: clerk@ironwoodmi.gov

Deputy Clerk Email: maher@ironwoodmi.gov

City of Ironwood – Rental Terms – Auditorium

Type of Event: _____ *Must be 18 to reserve facility.*

Name: _____ ☐ Resident ☐ Non-Resident

Address: _____ Phone: _____

Email: _____

Driver's License # _____

Reserved for: Date: _____ Times: _____ a.m./p.m. to _____ a.m./p.m.

Requesting permission to begin setup on: _____

Clean up will take place on: _____

Applicable Rate:

Non-Profit Public Event Rate:	_____	\$125.00
Resident Private Rental Rate:	_____	\$700.00
Non-Resident Rental Rate:	_____	\$1,000.00
For-Profit Organization (M-F, 8:00 am – 4:00 pm)	_____	\$400.00

Alcohol ☐ will not ☐ will be served at the event.

Full deposit received – Date: _____ Amt: _____ Cash ☐ Check ☐ Credit Card ☐

Rent paid in full – Date: _____ Amt: _____ Cash ☐ Check ☐ Credit Card ☐

Certificate of Insurance provided – Date: _____ City named as Add. Insured ☐

****The City requires a security deposit of \$300.00. The renter is required to set up and clean-up. All garbage is required to be removed immediately after the event.**

The deposit will be released to the lessee within 10 days, upon return of the key and clearance inspection of the auditorium & grounds to ensure proper cleaning, and no damage occurred. The key holder will be held responsible for all damage and cleaning needed.

Date Key Returned: _____ City Staff verify return of key Signature: _____

Approval for release of deposit: Date: _____ City Staff Signature: _____

INFORMATION, RULES & REGULATIONS FOR AUDITORIUM RENTAL TO BE KEPT BY LESSEE

- The City requires renters to provide liability insurance naming the City as an additional insured.
- No loose glitter shall be used as part of decorations. If glitter is found on the floors, the City reserves the right to charge a cleaning fee of \$60.00 per hour against security deposit.
- No helium balloons in auditorium. Should a helium balloon get caught in a ceiling fan in auditorium, the City reserves the right to charge lessee for the actual cost to have balloons removed and conduct fan repair if damage to fan occurs, inclusive of appropriate rental equipment to reach the fans.
- All garbage (including restroom garbage) must be bagged and taken out to the back-alley dumpster the same day as the event.
- Floors of Auditorium and auditorium front foyer are to be swept and spot cleaned where spills have occurred.
- Chairs and tables are to be wiped down and placed back on racks. Racks that were stored in the hallways must be returned to the Auditorium.
- In winter months, plan to have the sidewalks and entry steps clear of snow in ice. The City will provide shovels and ice-melt salt but do not keep the ramp or steps shoveled on non-business days.
- Keys will be provided during regular business hours the day before the event. Set up can occur earlier if approved by City staff. Lost keys will incur a charge of \$50.00.
- Securing building: During set up, only the side ramp door may remain unlocked. When not in use, the entire building must be locked and secured.
- A cleaning fee of \$60.00 per hour will be deducted from the security deposit for any City staff time required to restore the Auditorium to its clean and usable condition.
- Number of tables and chairs: 175 white folding chairs and 52 eight-foot rectangular lifetime tables. There are also approximately 75 metal folding chairs.
- Auditorium floor dimensions are approximately 90'6" long x 62' wide.
Balcony opening dimensions are approximately 68'11" long x 40' wide.
Front windowed foyer dimensions are approximately 80' long x 19' wide.

Max capacity: 988 - 600 auditorium with an additional 388 seats in the balcony.