

CITY OF IRONWOOD MEMORIAL BUILDING RENTAL AGREEMENT (Profit Org./Private Event)

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 or periods;
  - a. 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\_\_\_\_. Lessee shall use the facilities only for the purpose of a \_\_\_\_\_.
2. Said premises may be used for a \_\_\_\_\_ only and not for anything else without the written consent of the Lessor.
3. The Lessee shall pay, in advance as rent thereof, the sum of \$\_\_\_\_\_ to help defray the cost of maintenance, utilities and upkeep of said premises. (\$\_\_\_\_\_ on or before the \_\_\_\_\_, 20\_\_\_\_, a credit card is to be on file for a Security Deposit in the event of any damage and is included with this rental agreement and shall be released to lessor providing no damage occurs).
4. The Lessee shall not assign, transfer or sublet this lease on said premises, or any part thereof, without the written consent of the City.
5. The Lessor shall furnish staff and labor as in its judgment is required by the Lessee's activities. Off-duty custodial hours will be billed out at \$60/hr. for opening and closing of the Memorial Building and Lessee shall pay for them upon presentation of detailed invoice. All such employees required and utilized in the presentation of the event(s) as above described shall be considered employees of the Lessor.
6. "AS IS": Lessee agrees to accept the facilities and equipment in "as is" condition.
7. The Lessee shall be liable and responsible for all 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.
8. 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 liquor is serviced 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.
- 9. 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.
- 10. Lessee agrees to take out and pay for any permits and licenses required by any government authority and to pay any tax, or taxes, including amusement tax, incidental to the use of the demises premises under this lease.
- 11. 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.
- 12. 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.
- 13. Cancellation: Lessor and Lessee each may cancel this agreement upon written notice delivered or mailed to the other party. If any of the conditions specified in this Agreement are violated, the Lessor reserves the right to terminate the Agreement at any time and/or impose a complete forfeiture of the Lessee's Security Deposit.
- 14. A credit card is to be on file for a Security Deposit in the event of any damage and is included with this rental agreement and shall be released to lessor providing no damage occurred.

SIGNED FOR LESSEE

\_\_\_\_\_  
 \_\_\_\_\_

ORGANIZATION

\_\_\_\_\_  
 ADDRESS

\_\_\_\_\_  
 CITY AND STATE

SIGNED FOR THE CITY

\_\_\_\_\_  
 CITY MANAGER

\_\_\_\_\_  
 AND BUILDING MANAGER

CITY OF IRONWOOD  
 (906)932-5050

**City of Ironwood – Rental Terms – Auditorium**

Event Name: \_\_\_\_\_ *Must be 18 to reserve facility*

Name: \_\_\_\_\_ Resident  Non Resident

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Driver's License # \_\_\_\_\_

Reserved for: Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_ (max. 18 hr. period) of:

\_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m.

**Full deposit received** – Date: \_\_\_\_\_ Amt: \_\_\_\_\_ Cash  Check  Credit Card Info Rec'd

**Rental Fee is paid in full** - Date: \_\_\_\_\_ Amt: \_\_\_\_\_ Cash  Check  Credit Card Info Rec'd

**Lease Agreement is signed** – Date: \_\_\_\_\_

**Certificate of Insurance provided** – Date: \_\_\_\_\_ Additionally Insured Named

**Section XIV Ironwood Memorial Building RENTAL RATES**

**Non-Profit/Community Organizations-----\$125.00 / For-Profit Organization-----\$400.00**

**Private Social Event-----\$800.00 Resident  
\$900.00 Non-Resident**

\*\*The City requires a security deposit of \$300.00. The renter is required to clean-up and remove all garbage after 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 and any damage, and from those in attendance at the function.

Date Key Returned: \_\_\_\_\_ City Staff verify return of key Signature: \_\_\_\_\_

Approval/Inspection for release of deposit: Date: \_\_\_\_\_ City DPW Signature: \_\_\_\_\_

Authorization of release of deposit: Date: \_\_\_\_\_ Accounting #: \_\_\_\_\_

City Accounting Staff Signature: \_\_\_\_\_

## RULES & REGULATIONS FOR AUDITORIUM RENTAL

- The City requires renters to provide liability insurance naming the City as an additional insured.
- No glitter shall be used. In the event that glitter is found on the floors, the City reserves the right to charge a cleaning fee of 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 leasee for the cost to rent and hire a scissors lift to have the balloon removed and conduct fan repair if damage to fan occurs.
- All garbage must be bagged and taken out to the back-alley dumpster. To include garbage in restrooms.
- Floors of Auditorium and auditorium front foyer are to be swept and spot cleaned where spills have occurred.
- Chairs are to be placed back on racks by color code provided.
- In winter months, plan to have someone(s) keep the walks and entry steps clear of snow in ice. The City will provide shovels and ice-melt salt.
- Keys will be provided the day before the event. Set up can occur earlier during regular business hours of 7:30 AM to 4:00 PM, Monday through Friday. Lost keys will incur a charge to have the building re-keyed by a locksmith. The City has the right to charge up to \$50.00 for this service due to lost keys.
- Securing building: During set up, only the side ramp door and (1) front entry door may remain unlocked. When not in use, the entire building must be locked and secured.

SIGNED FOR LESSEE

\_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**City of Ironwood**  
213 S. Marquette St., Ironwood, MI 49938  
(906)932-5050, Ext. 122 (Karen) or 121 (Mara)  
Fax: (906)932-0263  
Clerk Email: [gullank@cityofironwood.org](mailto:gullank@cityofironwood.org)  
Deputy Clerk Email: [maherm@cityofironwood.org](mailto:maherm@cityofironwood.org)