



City of Oronoco
COMMUNITY CENTER FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT (the “Agreement”) is made and entered into on _____, 2024, by and between the CITY OF ORONOCO, a municipal corporation under the laws of the State of Minnesota (the “City”), and _____ (the “User”).

Terms

- I. The City owns and operates the Oronoco Community Center (the "Facility"), located at 115 2nd Street NW, Oronoco, Minnesota, 55960;
- II. The User desires to utilize the Main Floor (Senior/Council Rooms) space at the Facility for:
Date: _____
Time: _____
Purpose: _____
Fee Amount: _____
- III. The City has agreed to allow the User to use the Facility for its intended purposes, subject to the terms and conditions contained in this Agreement.

Agreement

In consideration of the mutual agreements contained in this Agreement, the City and the User agree as follows:

1. **TERM:** This Agreement will remain valid for the User’s scheduled use of the Facility as described in this Agreement, unless otherwise terminated in accordance with the terms herein.
2. **RENTAL FEE:** The User agrees that the rental fee for use of the Facility is \$100 for two (2) or more hours, OR \$30 if the rental is less than two (2) hours, and is payable upon signature of the Facility Use Agreement with the City. *Rental fees are non-refundable and non-trasferable.* If renting during non-business hours, the User may pick up a key from City Hall the week prior. Keys can be dropped in the drop box outside the door when leaving.
3. **DEPOSIT:** The City reserves the right to require a security deposit for the use of the Facility. A damage deposit of \$150 will be required for rentals of two (2) or more hours, or for events requiring any extensive decoration and/or event set up. This deposit will be returned on the next business day so long as the User complies with the guidelines outlined in this Agreement. The security deposit (which is given as a separate check) is only cashed in the event of damage to the Facility, or to cover clean-up costs. The User must clean up the Community Center following the use of the property and must leave the Community Center in the same position it was in upon arrival. If there is damage to the Facility and/or the Facility has not been cleaned by the User, the security deposit will be used to pay for the actual damages and cleanup costs incurred by the City in repairing the damage or cleaning the Facility. “Community Center” or “the Facility” refers to the whole building, not just the rented room. In the event the security deposit is determined to be insufficient to pay for all necessary cleaning expenses, or to repair any damages caused by the User, the User shall be liable for any sum not covered by the security deposit.

4. **USE OF FACILITY:** The City has agreed to allow the User to use the Facility for its intended purposes, subject to the terms and conditions contained in this Agreement. The User may not assign this Agreement or sublease any portion of the Facility without written consent from the City. Assignment or subletting for any amount greater than the per hour rate of this Agreement is prohibited.
5. **INDEMNIFICATION:** The User agrees to defend, indemnify and hold the City, its officers, agents, and employees harmless from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorney's fees (collectively, "Claim"), that directly relate to use of the Facility by the User or User's members, guests, or invitees, including any and all claims for bodily injury or death or property loss or damage sustained as a result of use of the Facility by the User or the User's members, guests, or invitees; provided, however, that such obligation of indemnification shall not apply when a Claim is caused by negligence, bad faith or willful misconduct on the part of the City, its officers, agents or employees.
6. **CONDUCT POLICY:** The User and any and all members, representatives, employees, patrons, invitees, or guests of the User, shall act in compliance with the published rules and regulations of the City during use of the Facility, including, but not limited to, the following:
 - a. No alcohol allowed on the premises;
 - b. No disorderly behavior;
 - c. No entering areas of the Facility that are deemed outside the scope of the scheduled use;
 - d. All persons using the premises shall obey the instructions of Facility staff; and
 - e. No other conduct or activities inconsistent with the orderly use and management of the Facility.

The Facility also houses City Hall and other groups. If renting during business hours, please keep guests in the room as much as possible as to not disturb city business. The kitchen is used by City staff, and they will need access to that room. Please do not let people wander around the building. Most rooms are locked. Only unlock the front door and make sure the other doors are shut tight before locking up. The side doors are locked, but you can exit those doors. Please check if anyone has used them to ensure they are locked upon leaving.

7. **NO WAIVER:** By entering this Agreement, the City is not waiving any common law or statutory immunities to which it may be entitled.
8. **GOVERNING LAW:** The laws of the State of Minnesota shall govern the interpretation, validity, performance and enforcement of this Agreement.

By signing this agreement, the User agrees to all terms and conditions of this Facility Use Agreement. Rentals are not guaranteed until application, fee and security deposit (if applicable) are submitted to City Hall. *Emergency Contact: Mayor Ryland Eichhorst ~ (507) 993-9045*

[Signature Page Follows]

[Facility Use Agreement Signature Page]

Issued by order of the City Administrator



City Administrator _____ Date

Deputy Clerk Admin. Assistant

User Name _____ Date

Address

City, State, Zip Code

Phone Number

~ PO. Box 195 ~ Oronoco, MN 55960 ~ 507-367-4405 ~ Fax 507-367-4982 ~
Email: rwhile@oronoco.com

Rev. March 2024