

**DETROIT LAKES SPORTS ARENA
WITHOUT ICE RENTAL AGREEMENT**

This agreement, made this ____ day of ____, 20____ by and between the City of Detroit Lakes, Minnesota, as Lessor, and ____, as Lessee, witnesseth:

The Lessor leases to the Lessee, Sports Arena I Sports Arena II under the following conditions:

1. This Agreement covers a lease of said premises for the following period:

2. The rent amount to be paid by Lessee is: (price does not include ice)
One afternoon or one evening \$200 (1 arena) \$400 (both arenas)
One full day \$250 (1 arena) \$500 (both arenas)
Set-up day, day of event and \$350 (1 arena) \$700 (both arenas)
out by Noon the following day
3. A damage deposit of \$250.00 shall be paid and refundable, in full or part thereof, based on the completion of a building inspection. Lessee shall be responsible for damages caused to the facility and shall reimburse the City for all costs associated with repairing said damage. Any additional cost for garbage removal required will be borne by the Lessee.
4. All deposit and rental fees must be paid in advance of rental date.
5. The Lessee shall be responsible for providing any tables and chairs they may need.
6. No sharp objects or prior-approved adhesives will be applied to the Arena walls, doors or floors. Use of Gaff tape on floor is permissible.
7. No artificial smoke, fog or bubble machines are permitted in the Arena. No powders, sawdust, or similar materials allowed on the floors. Open-flamed candles will not be allowed. If candles are used, they must be enclosed in an appropriate candle holder. No confetti, "silly" string, glitter, sand, rocks or water balloons allowed in or around the building.
8. Electrical service at the Arena includes 120 and 240 volt outlets. Any additional electrical needs would require the hiring of a certified, licensed electrician by the Lessee PRIOR to the rental of the Arena.
9. The City retains control of all vending machines and existing concession stands. Use of the concession stands must be pre-authorized.
10. The Lessee agrees to allow unlimited access to the City of Detroit Lakes' employees into the Arenas for the purpose of inspection or maintenance during the rental period.

11. Smoking is not allowed inside the Arena.
12. There shall be no intoxicating liquor or 3.2 beer at the Arena unless one of the following permits is obtained from the City:
 - a. Temporary On-Sale Intoxicating Liquor License (available to a club, charitable, religious, non-profit organization or holder of an on-sale intoxicating liquor license, i.e. restaurant);
 - b. Temporary On-Sale 3.2 Malt Liquor License (available to a club, charitable, religious or non-profit organization); or
 - c. Permit to Consume Alcoholic Beverages (fee is \$25.00)

Please contact Lynne Krieger at the City Administrator's Office for information regarding these permits. Permits need to be approved by the City Council which meets the second Tuesday of each month.

The Lessee shall agree to abide by these rules and regulations set forth by the City of Detroit Lakes concerning use of the Arena. If the Lessee or their guest's activities are causing or could potentially cause damage to the Arena, they will be required to stop the misuse or abuse activity immediately. If the activity continues, the Lessee will be required to end the event and vacate the building immediately. The Lessee will then forfeit all rental fees and deposit and will be required to pay for the entire cost of all repairs.

The City of Detroit Lakes reserves the right to terminate the rental contract at any time during the rental period for misuse or abuse of the Arena.

As part of this lease, the Lessee hereby fully releases and discharges the Lessor, its servants, agents, employees, contractors or sub-contractors from any liability whatsoever in any way arising from any and all injuries, losses, and/or damages to persons and/or property sustained or received on or about said Arena during the term of this lease. Additionally, the lessee agrees to save harmless and indemnify the said Lessor from any and all expenses arising because of any claim, which may hereafter be presented by anyone for loss or damage or personal injury as a result of use of the Arena. The indemnification obligations set forth herein shall not apply to a loss or claim arising solely out of the negligence or intentional misconduct of a Lessor indemnitee seeking indemnification. Furthermore, the Lessee shall provide a copy of their insurance policy, prior to rental of the Arena, indicating that they have personal liability coverage at a minimum of \$300,000 per occurrence.

IN TESTIMONY WHEREOF, the parties of this agreement have hereunto set their hands the day and year first above written.

CITY OF DETROIT LAKES, LESSOR

By: _____
Bob Louiseau, City Administrator

By: _____
Lessee