



# CIVIC CENTER

1306 COUNTY ROAD 134 ♦ BUFFALO, MINNESOTA 55313 ♦ PH: 763-682-4132 ♦

EMAIL: JP.WRIGHT@CI.BUFFALO.MN.US

## 2023 Rental Agreement Application

Request Received \_\_\_\_\_

### RENTER INFORMATION:

Contact Person \_\_\_\_\_

City of Buffalo Resident  Yes  No

Phone/Email \_\_\_\_\_

Second Contact \_\_\_\_\_

Phone/Email \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

### RENTAL & EVENT INFORMATION:

Rental Date \_\_\_\_\_ Type of Event \_\_\_\_\_ Number attending \_\_\_\_\_

Arrival/Set-Up Time: \_\_\_\_\_ Event Start Time: \_\_\_\_\_ Event End Time: \_\_\_\_\_

### RENTAL FEES/DEPOSITS:

**\$500 Damage Deposit is due at the time of reservation.** Damage deposit will be returned if Civic Center Manager deems there is no damage following event. Damage deposit will not be returned if Civic Center Manager deems there is damage following event, or, if event is cancelled within 14 days of scheduled event. Signed agreement must accompany deposit. Final payment is due 30 days prior to rental date.

Note: No spaces are held or "penciled in."

### Rental Rates:

**Events/Parties/Weddings — Full Day Rental: (10 am—Midnight)**

With alcohol \$1,500 \_\_\_\_\_

Includes

Use of main arena floor, kitchen area, available tables & chairs  
Public Safety Fee

Without alcohol \$1,000 \_\_\_\_\_

Includes

Use of main arena floor, kitchen area, available tables & chairs

**Additional Hour Rental: (1 am) \$200.00 \_\_\_\_\_**

**Arena Staff Set-up Fee: (optional) \$500.00 \_\_\_\_\_**

**Hourly Rental: (4 hours or Less) \$150.00 \_\_\_\_\_**

**Athletic Rental: \$50/hour \_\_\_\_\_**

**Trade/Vendor Shows—includes Public Safety Fee**

1 Day Rental: \$1,000/day \_\_\_\_\_

2 Day Rental: \$900/day \_\_\_\_\_

3+ Day Rental \$750/day \_\_\_\_\_

**Booth Surcharge:** (with each trade/vendor option)

10% of each vendor fee \_\_\_\_\_

**Subtotal -** \_\_\_\_\_

x MN Sales Tax (6.875%) + \_\_\_\_\_

x County Transit Tax (0.5%) + \_\_\_\_\_

**Total Rental Fees:** \$ \_\_\_\_\_

**Is food being served at your Event?**  Yes  No

**Are you using a licensed caterer?**  Yes  No

If Yes, their name: \_\_\_\_\_

◆ Pre-packaged or foods purchased from a licensed vendor (i.e., Cub/Coborn's bakery) may be served.

◆ Groups shall contact and pay their caterer directly for catering service. The City shall not be responsible for any services provided by an outside caterer.

◆ Events open to the public must have food provided by a licensed vendor

**Is Alcohol being SOLD at your Event?**  Yes  No

**Is Alcohol being SERVED but not SOLD at your Event?**  Yes  No

If yes, is it being served by a licensed caterer WITH an alcohol endorsement?  Yes  No

If Yes, their name: \_\_\_\_\_

If you are NOT using a licensed caterer for serving liquor then **additional host/liquor liability insurance is required.** Alcohol can only be SOLD by a holder of a current liquor license.

◆ Public safety fee is \$100/day. This fee includes police presence on and off throughout the event as deemed necessary and random parking lot checks; or \$73.50/hour/officer—This fee includes an officer on-site during your event for the specific hours you request. (Two hour minimum for officer time.)

◆ Consumption of alcohol must be finished by 11:30 pm.

◆ This agreement must be shared with all parties involved with facilitating the event. Rules will be enforced by the Event Attendant and/or City of Buffalo employee.

**Additional Host/Liquor Liability Insurance needed?**  Yes  No

The City of Buffalo, has enrolled in a program that allows you, the "user" of a municipal facility, school, or other local government property, to secure cost effective liability insurance, which provides protection for you as well as the governmental entity. The Tenant User Liability Insurance Program (TULIP) is a General Liability Policy written in the name of the tenants and/or users of the local government facility or venue. Third-Party Property Damage Coverage is also provided. Go to [www.intactspecialty.com/entertainment](http://www.intactspecialty.com/entertainment) to **Get a Free Quote**

**Certificate of Insurance:** Certificate to be on file along with this contract, in the minimum amount of \$1,000,000 naming renter as Insured and City as Additional Insured. For any events involving the sale of alcohol, Renter must also have an endorsement for liquor sales on the certificate of insurance.

**\$500 Deposit Received:**  Yes  No

**Received copy of Host/Liquor Liability Insurance:**  Yes  No

## Scheduling Instructions

- ◆ **Reservations can only be made through the Civic Center Manager at the Civic Center.**
- ◆ Reservations will not be confirmed without signed contract and damage deposit.
- ◆ A contact person must be designated to oversee all arrangements with the City of Buffalo Civic Center.

## Regulations

- ◆ Thorough clean up of the facility is the Renter's responsibility or sponsoring organization. Renter agrees to supervise all invitees, guests, and members. Renter agrees they will not allow guests, invites and members to damage or destroy the facility. If the facility or any part thereof is damaged or destroyed, the Renter agrees to pay for the repair and/or replacement.
- ◆ Renter agrees that the use of the facility is voluntary. Renter agrees that their use of the facility is undertaken at their own risk, and the City of Buffalo will not be liable for any claims, injuries, damages of whatsoever in nature incurred by the Renter or their guests due to the negligence of the Renter's guests or the negligence of third parties. On behalf of the Renter, it is represented that it expressly forever releases and discharges the City of Buffalo, agents or employees, from any such claims, injuries or damages. Renter agrees to defend, indemnify and hold the City of Buffalo harmless from any claims, injuries or damages of whatsoever nature arising out of or connected with their use of the facility.
- ◆ Decorations: The Renter is responsible for the set-up and removal of their own decorations. Confetti, glitter, silly string, rice, bird seed and the like are NOT permitted. Any decorations/table settings must be installed and removed within the rental time. No nails, tacks or tape are allowed on the walls, ceilings or glass windows. Open flame candles are not permitted per fire code.
- ◆ Smoking is prohibited in the facility. Failure to observe this rule will result in forfeiture of the deposit.
- ◆ All persons attending any event shall abide by City of Buffalo facilities policies. At their discretion, City of Buffalo staff, authorized representatives or a Public Safety Officer may:
  - 1) Order the removal of any offender.
  - 2) Order immediate removal of alcoholic beverages from the premises.
  - 3) Revoke the facility permit immediately and order all persons from the premises.

## Agreement

- ◆ Renter understands that this agreement is void if final payment is not received on or before 30 days prior to the date of the event.
- ◆ This is only an application for use and gives no assumed or implied rights for use until the application is approved by the City of Buffalo Civic Center Manager.
- ◆ Renter agrees that the City of Buffalo may deny the applications without cause or reason.
- ◆ Renter shall have the right of ingress and egress through the halls and corridors of the Civic Center but acquires no other part of the building other than areas specified.
- ◆ Renter represents that the above described premises are being rented for the purpose of \_\_\_\_\_ and for no other purpose without written consent of the City of Buffalo endorsed on this Agreement.
- ◆ Renter covenants and agrees to save the City of Buffalo harmless and to indemnify the City of Buffalo against any and all claims and liabilities for compensation.
- ◆ Renter will obtain and pay for bodily injury liability and property damage insurances required by the City of Buffalo, and all necessary permits and licenses, and will not do nor allow to be done anything on the leased premises in violation of local, state, or federal laws, ordinances rules or requirements.
- ◆ By signing this form, the Renter affirms that they have read and understand this agreement and all the rental rules and regulations printed on this form, and agree to notify all parties involved with facilitating the event of the stated terms and conditions.
- ◆ This contract and reservation is non-transferrable.
- ◆ If the leased premises or any part thereof or any equipment thereon is damaged by the act, fault, or negligence of the Renter, its agents, employees or guests, Renter will pay to the City of Buffalo upon demand such sum as shall be reasonably necessary to restore the rented premises or equipment contained therein to their present condition.
- ◆ Pictures of your event may be taken and used for advertising and promotional purposes. (Photographs and videos are periodically taken while participants are in programs, special events, or enjoying the parks. These photos may appear in the local newspapers, website or the local cable television channel.)
- ◆ Renter is responsible for returning emails and phone calls to the Civic Center Manager within seven days.



**The City of Buffalo enforces the above rules and regulations for each rental.**

**Your signature below confirms your understanding and adherence to the rules and regulations for each rental.**