

TrekNorth High School

2400 Pine Ridge Ave NW
Bemidji, MN 56601



E-mail address: www.treknorth.org
Phone: (218)-444-1888
Fax: (218)-444-1893

Facility Rental Contract

This agreement is made this _____ day of _____, by and between TrekNorth, and _____ (herein after referred to as "User").

1. PREMISES & RATES: TrekNorth hereby agrees to make available to User, for the exclusive use of User, the following facilities (the "Facilities") located on TrekNorth premises, at the time and date (s) and for the purpose (s) indicated at the following rates.

Purpose: _____

Commons Area Rental Date: _____ Time: _____

of _____ @ \$25 per hour = \$_____ (2 hour increments required)

Classroom Rental Date: _____ Time: _____

of _____ @ \$25 per hour = \$_____ (2 hour increments required)

\$_____ Rental Fees Total

2. PAYMENTS

Payment in full is required with the return of this contract for events within 30 days from the date of the contract. For events with dates more than 30 days from the date of the contract a deposit of 50% \$_____ is required with the return of this contract to confirm the event dates. Also due with the return of the contract is evidence of insurance coverage described within Section 7E. The balance of the total cost will be due in full on the date of the event.

3. CANCELLATION:

A. After approval is given, TrekNorth may terminate this Agreement (in its entirety, or as to any time, date or facility) in its sole discretion up-to one month prior to the first date in Section 1.

B. User may terminate this Agreement at any time prior to seven (7) days in advance of the first date in Section 1 in which case User shall be entitled to a refund of all deposits and fees.

4. DEFAULT:

If User shall at any time be in default under the terms of this Agreement, TrekNorth shall have the right to terminate this Agreement forthwith, whereupon User shall vacate the Facilities immediately, and User shall have no right to receive any refund of any deposits or fees hereunder.

5. USE RESTRICTIONS:

The following restrictions shall apply to the User's use of the Facilities:

A. All use of the Facilities shall terminate no later than the time and date herein stated, and said Facilities shall be vacated by all persons using the same hereunder at or before such time and date. Any time for User to set-up, tear down and remove equipment provided must be budgeted as part of the rental contract, Section 1 hereof. User will reimburse Treknorth for any overtime compensation it is required to pay its staff during such additional time.

B. User shall have the use of the Facilities only for the purposes herein.

C. User specifically agrees not to nail, tape, or screw anything to the floor or walls of Facility and shall be responsible for any and all damage to the Facility and to TrekNorth's personal property therein, caused by the acts of User or User's agents, servants, employees, patrons, licensees, invites or guests, whether accidental or otherwise; and User further agrees to leave the premises in the same condition as existed on the date that possession thereof commenced which includes but is not limited to the removal of all trash generated by the event, removal of all furniture and equipment, beverages, food, utensils, etc. Failure to comply with scheduled cleanup will result in a cleaning charge of \$25.00 per hour.

D. TrekNorth reserves the right to approve any caterer providing food and/or drink at the Facilities. Consumption or carrying of food and beverages shall be allowed only in the commons area and only for the designated hours of the event. Alcoholic beverages and smoking is not permitted in any area of the building.

E. User shall indemnify and hold TrekNorth harmless from and against any and all claims, damages, expenses, losses, suits or causes of action (including reasonable attorneys' fees) resulting from or arising in connection with

User's use of the Facilities, provided TrekNorth promptly notifies User of such claims, damages, expenses, losses or suits and cooperates fully with the defense thereof. Any use of the Facilities involving a danger or risk determined by the Board in its sole discretion, shall be covered by liability and property damage insurance provided by User, at User's sole cost and expense and endorsed for the benefit of TrekNorth, with insurance companies acceptable to TrekNorth. The bodily injury liability coverage shall be not less than \$1,000,000 each occurrence. The property damage liability shall be not less than \$1,000,000 for each occurrence. User will provide TrekNorth with evidence acceptable to TrekNorth that such insurance has Facility Rental Contract continued been obtained and will cover User's event at least seven (7) days prior to the first date set forth in Section 1, hereof.

F. User agrees to comply with any and all laws, statutes, ordinances, rules, orders regulations and requirements of the federal, state, and local governments, and all of the their departments or bureaus, applicable to User's use of the Facilities, including without limitation.

G. User is responsible for the safety and good order of all equipment and other property owned by TrekNorth and/or being displayed at TrekNorth's premises, and is liable for said equipment and other property if it is lost, stolen, damaged or misplaced by User's agents or the attendants at User's function whether or not invited.

H. Children under 18 years of age are not permitted in the building unless supervised by an adult.

I. TrekNorth reserves the right through its staff and its employees to eject any person or persons from any portion of its Facilities, and upon the exercise of this authority, through its employees, the User hereby waives any right or claim for damages against TrekNorth or any of its employees.

J. TrekNorth assumes no responsibility for equipment supplied by User or another party. TrekNorth reserves the right to approve (1) all equipment used hereunder and (2) the supplier of said equipment.

K. TrekNorth reserves the right to review all copy and approve all forms of advertising or publicity in which the school's name is used. The parties agree that no partnership between them respecting any event or the use of the Facility shall be implied in any way, and User agrees to indemnify and hold TrekNorth harmless from and against any claims to the contrary.

L. User agrees that it shall not erect, post, place or affix any signs, advertisements, show bills, lithographs, posters or cards of any description on any portion of the Facility without written permission of Treknorth. If this covenant is in any way violated by User, TrekNorth retains the right to exercise its remedies under this lease and cause the tenancy to be terminated from time of said breach.

M. All of user's property will be removed from TrekNorth by User at the termination of User's use of the Facilities. If

User's property is not removed as Facility Rental Contract continued provided herein, TrekNorth will have the right to cause such property to be removed at the expense of the User.

N. User shall comply with all rules and restrictions that may be prescribed by TrekNorth for the purpose of maintaining the safety, care, good order and cleanliness of the school's premises, equipment and property displayed thereon.

O. Those matters not herein expressly provided for shall be decided by TrekNorth and/or its representatives or agents and such decisions shall be binding upon the User.

P. Special Needs:

6. MISCELLANEOUS:

This Agreement constitutes the entire Agreement between the parties hereto and shall not be modified except by written instrument signed by both parties. This Agreement shall be construed, interpreted and enforced according to the laws of the State of Minnesota. The officer or representative of User executing this Agreement certifies that he or she has been duly authorized to enter into this Agreement on behalf of User and that neither the execution of and delivery of this Agreement, nor the performance or the terms and conditions hereof, will result in a breach of any agreement to which User is a party, or of any federal, state or local law, rule or regulation.

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first above written.

TrekNorth Representative

User

Signed

Signed

Date

Date