



City of Farmington

430 Third Street

Farmington, Minnesota

651.280.6800 • Fax 651.280.6899

www.ci.farmington.mn.us

SCHMITZ-MAKI ARENA TURF RENTAL FORM

Today's Date: _____

Rental Information

Renters Name: _____

Phone: _____ Fax: _____

Address: _____

City: _____ State: _____ Zip: _____ Email: _____

Contact Person: _____ Phone: _____ Other: _____

The "Renter" agrees to rent space from the Schmitz-Maki Arena, during the stated dates and times, in accordance with the terms of this rental form. The space will be available to the renter during the times stated on the face of this form **ONLY**.

Event Information

Name of Event: _____

Event Date(s): _____ Expected Attendance: _____

Time of Event: Start: _____

End: _____

Fee Information

Note: A 25% deposit of the total rental fee is required at the signing of this form. Rental fee balance is due at least 30 days prior to the event date unless this form is completed closer to the date of usage, in which case the full rental fee is due and payable at the time this form is submitted.

Arena Hourly Rental Fee \$ 80.00

Number of Hours Renting \$ _____

TOTAL \$ _____

DEPOSIT \$ _____

(Due at time signing)

BALANCE DUE \$ _____

(Total less deposit and
due 30 days prior to rental)



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SCHMITZ-MAKI ARENA TURF RENTAL INFORMATION

In consideration of the payment of the rental fee and the agreement of the Renter to comply with the terms and conditions set forth below, the city of Farmington's Schmitz-Maki Arena (Arena) agrees to make the space/arena indicated above available to the Renter for the dates and times set for above and place trash cans in the space rented. By signing this form, Renter agrees to the following: *(Please initial each section in the underlined area, indicating your agreement to comply with all statements therein.)*

I. Payment

- A. Rental Fee. The deposit stated of 25% is due at the time of the completion of this rental form. The remaining rental fee balance is due at least 30 days prior to the day of use unless the rental form is completed closer to the date of usage, in which case the entire fee will be due and payable during submission of the Contract.
- B. Cancellation/Refund. If cancellation by either party is more than forty eight (48) hours before the scheduled use of the facilities, 100% of the rental fee and deposit will be returned minus a credit card processing fee if payment is made with a credit card. If Renter cancels less than 48 hours prior to the rental, the Arena will keep 50% of the rental fee. No refund will be given if the renter is a no show on the day of the rental.
- C. Returned Checks/Non-Sufficient Funds Notice. There will be a \$50.00 fee for any returned checks due to insufficient funds in the account.

II. Set Up – Clean Up Requirements

- A. Set-Up. Access to the facilities for setting up will be during the hours stated on the face of the rental form **ONLY**. Arena staff will not be responsible for the moving, set-up, or taking down of any equipment brought in by or for the Renter. Renter is totally responsible for all set-up and break down, of any equipment it brings into the Arena that it wishes to use during the rental.
- B. Clean-Up. The premises must be left in as good a condition and repair as found at the beginning of the rental period. All food, beverages, equipment and supplies brought into the Arena by the Renter must be removed from the premises immediately after each use of the facilities **AND NO LATER THAN THE EXIT TIME STATED ON THE FACE OF THIS FORM**, or you will be charged an extra fee.
- C. Parking. On site parking is available for approximately 50 cars.
- D. Rented Equipment. All rented equipment and supplies must be delivered and picked up within the dates and hours specified on the face of this Form.
- E. Caterers. If any catering is done as part of the rental, the caterer must have proper Minnesota Department of Health licenses and liability insurance coverage. The Arena requires a copy of the caterer's Certificate of Liability Insurance policy be on file at the Arena at least two weeks before the rental occurs.
- F. Equipment. Any equipment brought in by the Renter must be removed at the conclusion of the rental. The Arena is not responsible for any lost or stolen property that is brought in and used by the Renter.



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III. Food, Beverage and Products

- A. Alcohol. Alcoholic beverages are prohibited on the Arena property.
- B. Concessions. The Arena reserves the right to operate, license or permit others to operate any and all concessions in the Arena facility. Renter may request but are not entitled to operate concessions before the signing of this rental form. All concessions requests will be at the discretion of the Park and Facility Supervisor.
- C. Tobacco. All tobacco products are prohibited on the Arena facility.

IV. Destruction and Damage

- A. Damage. Any and all damages to the Arena facility caused during the rental period, shall be charged to the Renter. The Park and Facility Supervisor will make final determination on all damages.
- B. Destruction. If the Arena is destroyed or damaged by fire or by any other cause unforeseen occurrence prior to the rental occurring that shall make the fulfillment of the terms and conditions in this form impossible to meet, then the rental shall terminate, payments collected will be returned and Renter agrees to waive all rights to any claims against the Arena.

V. Arena Use

- A. Compliance. Renter agrees that any use of the Arena facility shall comply with all Minnesota State Statutes, city ordinances, rules and regulations issued by Federal, State and municipal governments.
- B. Licenses & Payments. Renter agrees to obtain or collect and to pay and deliver to the proper government agency or regulating authority, any and all license fees, permits, royalties and taxes required in connection with the use of the Arena.
- C. Hazardous Material. Renter agrees not to bring on to the premises any material, substance, equipment or object which is likely to endanger the life of, or cause bodily injury to any person or property or which is likely to constitute a hazard.

VI. Responsibility and Indemnity

- A. Conduct. The conduct of all program participants and spectators while on Arena property shall be the responsibility of the Renter. Renter also accepts all responsibility for any injury to person(s) or property, or loss of or damage to property or theft of personal property or artistic content on the Arena property during the rental period, or resulting there from. Failure by any individual or group to follow all applicable rules and regulations will be cause for eviction. The Arena retains the right to evict objectionable persons from the premises. Repeated violations may result in denial of future rental requests.
- B. Indemnity. Renter shall release, indemnify, and hold harmless, the Arena, its agents, officers, employees, City of Farmington from any and all responsibility or liability for any and all damages or injury of any kind or nature whatever (including death) to all persons, whether agents or employees or Renter or persons attending the events for which the premises have been leased, and to all property damage proximately caused by, incident to, resulting from, arising out of, occurring in connections with, the use by the Renter of the premises. The provisions of this section shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and



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expenses, including reasonable attorney's fees.

C. Insurance. If Renter is planning an event during the term of the rental, Renter shall be required to secure and maintain comprehensive general liability insurance. The liability limits under such policy shall not be less than \$2,000,000 per occurrence. Renter shall provide the Arena with a Certificate of Liability Insurance policy showing evidence such coverage exists in a form acceptable to the Arena and shall list the city of Farmington as "Additional Insured" on the policy.

VII. Security

A. Building Security The Arena is not responsible for any valuable items left in the facility. The Arena is a public building and from time to time the public may be in the building for other purposes. The Renter should take necessary precautions to protect valuable personal property.

B. Building Safety.

1. Capacity. If holding an event and selling tickets to the event, the Renter shall not sell or distribute tickets to events in excess of the 760 seating capacity or admit a larger number of persons than can safely and feely more about in the rented areas.

2. Exits. No portion of any passageway or exit shall be blocked or obstructed in any manner and no exit door shall be locked, blocked or bolted while the Arena is in use. All designated exits shall be maintained in such manner as to be visible at all times.

By signing the Rental Form, the Renter acknowledges it has read and understands the terms and conditions in the form and further understands this form is binding on both parties.

RENTER:

Signature _____
Print Name _____
Title _____
Organization _____
Phone _____
Date Signed _____

Schmitz-Maki Arena:

Signature _____
Print Name _____
Title _____
Date Signed _____

Contact Information

Schmitz-Maki Arena
Attn: Jeremy Pire
114 West Spruce Street
Farmington, MN 55024
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jpire@ci.farmington.mn.us