



CITY OF VIRGINIA, MINNESOTA IRON TRAIL MOTORS EVENT CENTER RULES AND REGULATION

The City of Virginia, Minnesota (the "City") has adopted the following Rental Rules and Regulations concerning the rental of the City's IRON TRAIL MOTORS EVENT CENTER Facility to a member of the public or a group (the "User") for an "Event." These Rules and Regulations will be incorporated by reference into any contract between the City and a User.

1. Reserving the IRON TRAIL MOTORS EVENT CENTER. To reserve the IRON TRAIL MOTORS EVENT CENTER, the User must submit a Rental Application (the "Application") to the Park & Recreation Director. Applications will not be accepted more than two (2) years in advance of the Event. Applications will be accepted during the City's regular business hours.
2. Center Rental Agreement. After the City has approved an Application, the User must enter into a written Rental Agreement (the "Agreement") with the City.
3. Room Rental: The City will provide standard room-set per room used, heat, light, ventilation, air conditioning, building maintenance, janitorial services and building attendant.
4. Security Deposit. User agrees to provide a non-refundable deposit in the amount of 25% of the rental fee at the time of the signing of this agreement, in cash, check, or credit card payable to the City of Virginia as a deposit to cover rental, reimbursable expenses, and liquidated damages. All cash and check payments need to have a debit/credit card on file as collateral for damages. This contract will be null and void if application is not returned signed and accompanied by required deposit at least 30 days from the date of the scheduled date of the event. If the event date is less than thirty days from the date of signing, payment in full will be required at signing. All deposits will be placed towards final fee for rental. In the event the proposed room rental is cancelled for any reason without cause by the City of Virginia, the total deposit shall be returned to User.
5. Rental Fee. The City charges rental fees for use of the IRON TRAIL MOTORS EVENT CENTER. *See Exhibit A for rental fees.*

The rent is due at least seven (7) days prior to the Event, or on the date of the Agreement is signed if less than 3 days remain prior the Event. If the User remains in the IRON TRAIL MOTORS EVENT CENTER past the ending time stated in the Agreement, the additional rent must be paid within seven (7) days after the Event.

6. Priority of Use. The City shall have first priority for all governmental activities. The priority for all other uses shall be determined on a first-come, first-served basis.
7. Kitchen/Food. Use of the kitchen requires an additional fee. If the kitchen is used, all dishes, pots, pans, glassware, silverware, and other utensils must be washed, dried and returned to their original location. Users may choose a professional caterer of their choosing. The professional caterer must possess all the required licenses and certifications that the state of Minnesota and City of Virginia require.

The IRON TRAIL MOTORS EVENT CENTER reserves the right to operate its Concession Stands at any time. Any food sales by Users shall not be of the same type or nature of what the IRON TRAIL MOTORS EVENT CENTER sells.

No outside non-alcoholic beverages, nor alcoholic beverages may be sold at the IRON TRAIL MOTORS EVENT CENTER. Non-alcoholic beverages & alcoholic beverages will be, if requested, sold by the IRON

TRAIL MOTORS EVENT CENTER and the licensed liquor provider of the IRON TRAIL MOTORS EVENT CENTER.

8. Cancellation/Refund Policy. For cancellation requests received by the City at least 30 days prior to the Event date, all rental fees paid prior to the event minus the nonrefundable deposit of 25% will be returned. All cancellations must be submitted to the Park & Recreation Director in writing. The City reserves the right to cancel the Event for any reason. If the City cancels the event, the User shall be entitled to a full refund of any rent paid. Any refund of the rental fee shall be paid to the User within fifteen (days) of the cancellation date.
9. Maximum Capacity. Under no circumstance shall the number of persons at an Event exceed the building capacity or the maximum number permitted by law, whichever is less. Please advise if your event shall be of a large scale.
10. Alterations. The User shall not make any alterations to the IRON TRAIL MOTORS EVENT CENTER without the written consent of the City. Alterations include any items that shall be hung, glued, taped or in any other way affixed to the walls, ceiling, floor, windows or light fixtures of the IRON TRAIL MOTORS EVENT CENTER. No Tacks or Nails Are Allowed Anywhere.
11. Use of Fire/Flame. User agrees not to stage any act or performance in which fire or flame is involved without first seeking written permission from the Fire Department of the City of Virginia.
12. Building Access. The IRON TRAIL MOTORS EVENT CENTER will be available for access at the time reserved. The User shall ensure that everyone is out of the building before leaving and is responsible for ensuring the IRON TRAIL MOTORS EVENT CENTER is vacated by all attendees to their event.
13. Access by City. The User shall permit the City's officials, employees or agents to have access and to enter the IRON TRAIL MOTORS EVENT CENTER at any time during the Event.
14. Designated Area. Only the area designated in the IRON TRAIL MOTORS EVENT CENTER Rental Application may be used. Any offices or other private areas are off limits.
15. Clean Up. The user is responsible for leaving the property in same condition cosmetically & structurally as it was at start of rental. All decorations put up on walls and/ or ceilings must be removed. (No Tacks Tape, or Nails Are Allowed Anywhere). If not followed additional fees may be charged to card on file.
16. Entertainment. All entertainment must be pre-approved by the City.
17. Sale of Items, Novelties, Etc. The City reserves the right to refuse the sale or distribution of any or all novelty items or merchandise which the City deems offensive or objectionable when said transaction is conducted in the IRON TRAIL MOTORS EVENT CENTER Facility or on its grounds.
18. Security. All Events shall be operated and supervised to the satisfaction of the City. The City may require, as a condition of approval of the Application, that one or more Police Officers be present at the Event. Users shall be responsible to cover the cost of extra law enforcement officers that are required for their event.
19. Minors. If persons under age 18 will be present at the Event, there must be at least one adult present for every 20 minors.

20. Admission Fee. The User may not charge an admission fee, sell tickets or solicit donations at the IRON TRAIL MOTORS EVENT CENTER without the express written permission of the City.
21. Advertisement/Promotions. The User must reference the facility name of IRON TRAIL MOTORS EVENT CENTER on all promotions, advertising, press releases, etc. for any event or function to be held at the facility and/or on its grounds. A digital copy of the logo is available for use by the user upon request.
22. Smoking. Smoking is allowed only in designated outdoor areas. Smoking is prohibited on sidewalks and publicly-owned outdoor areas within 50 feet of the IRON TRAIL MOTORS EVENT CENTER. Smoking indoors of the IRON TRAIL MOTORS EVENT CENTER is prohibited at all times.
23. Law/Ordinances. The User must comply with the laws of the State of Minnesota and City ordinances. The City has the right to terminate use of the IRON TRAIL MOTORS EVENT CENTER during any Event if the User violates any State laws or City ordinances. All fees shall be forfeited when an Event is terminated for this reason.
24. Alcohol Policy. The possession, use or sale of alcoholic beverages is permitted in the IRON TRAIL MOTORS EVENT CENTER only if purchased and/or provided from the vendor selected by the City. User must contract with the City's Alcohol Beverage Vendor to provide or sell alcohol at the facility.
25. Insurance Requirements. The City, in its discretion, may require the User to obtain liability insurance for any event. If liability insurance is required, the following requirements apply:
 - \$1,000,000 minimum
 - The insurance policy must be issued by an insurance company licensed to do business in Minnesota acceptable to the City.
 - The City must be named as an "Additional Insured" on the policy.
 - At least seven (7) days prior to the Event, the User must give to the City a certificate of insurance showing the required coverage.
26. Restricting Use. The Park & Recreation Director shall have the authority, subject to appeal of the City Council, to prohibit or limit use of the IRON TRAIL MOTORS EVENT CENTER by a particular User based upon knowledge that the User has caused damage to other public facilities or when disruption,
27. Indemnification. User shall indemnify, defend and hold the City of Virginia and the IRON TRAIL MOTORS EVENT CENTER staff harmless from any and all claims which may be made against the City or the IRON TRAIL MOTORS EVENT CENTER staff, by any person for personal injury or property damage resulting directly or indirectly from any act, incident, or accident occurring in, upon or about the IRON TRAIL MOTORS EVENT CENTER premises as a result of any acts, errors, or omission of User or its agents, or arising in connection with the operations, use, or occupancy of the premises by User. User further waives all claims against the City of Virginia and IRON TRAIL MOTORS EVENT CENTER staff on account of any loss, damage or injury which may occur to it or its property in the use and occupancy of said premises. User also agrees to reimburse City for any damages to the property of the IRON TRAIL MOTORS EVENT CENTER or the City of Virginia which occurs as a result of any acts, errors, or omissions of User or User's agents during User's use or occupancy of the premises. User hereby expressly waives all claims for any or all loss or damage sustained by reason of any defect, deficiency, failure, or impairment of the premises or any services to the premises, including but not limited to the water supply system, heating system, wires leading to or inside the premises, gas, electric, telephone or internet systems, or from any other source whatsoever, including any damage to User's property by City while in City's care, custody and control. damage, theft or other unfavorable history is recorded from previous use of the IRON TRAIL MOTORS EVENT CENTER facilities.
28. This contract shall be binding by the City and the User, its successors or assignees. The User and the City agree that the City will not be liable for non-performance of this contract when non-performance is attributable to events beyond reasonable control of the City such as acts of God, national emergencies, and inoperable building conditions.
29. No Discrimination. The City does not deny access to the IRON TRAIL MOTORS EVENT CENTER on the basis of race, religion, sex, creed, age, sexual orientation or national origin. Allowing any group to use the IRON TRAIL MOTORS EVENT CENTER does not imply endorsement of a group's views by the City.
30. Accidents/Damage. Any accidents or damage to the IRON TRAIL MOTORS EVENT CENTER must be reported to the Park & Recreation Director immediately following the Event.: If the premises or any portion of the building or grounds shall, during the term of the Agreement, be damaged by the act, default or negligence of User or by the User's agent, employees, patrons, or any person or persons admitted to the premises by User, the User will pay to the City upon demand such sum or sums as shall be necessary to restore the premises to their original condition. User hereby assumes full responsibility for the character, acts and conduct of all persons it admits to any part of the IRON TRAIL MOTORS EVENT CENTER building or premises, whether that admittance was by the consent of User, User's employees or any person acting for or on behalf of User; and User agrees to have on hand at all times sufficient security or police personnel to maintain order and protect persons and property.
31. Personal Property. The City will not be responsible for any personal property belonging to the User or the User's guests or invitees.
32. Non-Transferable. User shall not assign or transfer this agreement, or sublet any portion thereof, without the written consent of the City.
33. ADA Compliance. The City represents, to the best of its knowledge, that the IRON TRAIL MOTORS EVENT CENTER meets applicable requirements of the Americans with Disabilities Act (ADA) of 1990 and will hold harmless the User from any claims of violations or non-compliance with the ADA that are beyond the control of the User.
34. General Terms and Conditions: User acknowledges and agrees that all restrictions and duties included in the IRON TRAIL MOTORS EVENT CENTER GENERAL TERMS AND CONDITIONS shall apply to this Agreement. This document is contained on the City's website; a copy will be emailed upon request.
35. Retention of City's Rights: All rights not expressly granted to User are reserved to the City. Any decision affecting any matter not expressly provided for herein shall rest solely within the discretion of the Park & Recreation Director.
36. Entire Agreement: All terms and conditions of this Agreement shall be binding upon the parties, their heirs and assigns, and cannot be modified by any oral representation or promise of any agent other person of the parties hereto unless the same are in writing and are signed by the duly authorized agent or agents who executed this lease.
37. Governing Law: This Agreement shall be construed in accordance with the laws of the State of Minnesota. The venue of any action hereunder shall be St. Louis County District Court
38. Special Provisions *(list any special provisions or requirements here)*
