

LEROY ROD & GUN CLUB RENTAL APPLICATION

RENTAL RATES:

Club House Rental	Price / Day	W/ Range Rental
Member	\$100	TBD
Non Member	\$125	TBD

TERMS, DEFINITIONS, AND CONDITIONS: RENTAL APPLICATION

1. **RENTAL APPLICATION:** The Rental Application is defined as the Terms, Definitions, and Conditions for Rental Application and the information provided by Applicant. The Rental Application consists of two (2) pages. Applicant must use the current Rental Application from www.leroyrgc.com.
2. **RENTAL AGREEMENT:** The Rental Agreement is defined as the LeRoy Rod & Gun Club Rental Agreement accepted and executed by the LeRoy Rod & Gun Club (“LRGC”). Applicant must sign and date the Rental Agreement and submit it along with the Rental Application. The Rental Agreement consists of five (5) pages.
3. **RENTAL CONTRACT:** The Rental Contract or “Contract” is defined as the Rental Application and Rental Agreement accepted and executed by LRGC. The Rental Contract includes the terms, conditions, and definitions of the Rental Application and Rental Agreement.
4. **PREMISES:** The Premises is defined as the building and grounds of the LeRoy Rod & Gun Club (“LRGC”), located at 10293 MN-56, Le Roy, MN 55951.
5. **APPLICANT:** The Applicant is defined as the person with authority to enter into agreements on behalf of Applicant’s organization or group of people who will be utilizing the Premises. Applicant shall be liable for any damage to the Premises or breach of the Rental Agreement.
6. **CONTACT PERSON:** If Applicant does not wish to be contacted by LRGC about the Rental Application and Rental Agreement, Applicant may nominate an alternate contact person herein.
7. **PHONE NUMBER & EMAIL ADDRESS:** Provide the phone number, email address, and mailing address (“Contact Information”) of the Applicant and Contact Person. If the Contact Information changes before the Requested Rental Date(s) or within one month following the rental date(s), Applicant shall provide LRGC the updated Contact Information within five (5) days of the change.
8. **RENTAL APPLICATION DEPOSIT:** A Rental Application Deposit in the amount of \$100.00 must be submitted with the Rental Application. In the event Applicant’s Requested Rental Date(s) are unavailable, the Rental Application Deposit will be

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returned to you. In the event LRGC accepts your Rental Application and executes the Rental Agreement, Applicant's Rental Application Deposit will be retained by LRGC as the Security Deposit referenced in the Rental Agreement.

9. **PAYMENTS:** All payments, specifically including but not limited to Rental Application Deposit and the rental fee, are to be made payable to the LeRoy Rod & Gun Club. **A fee of \$40 will be imposed on all returned checks and may be deducted from the Security Deposit.**

By submitting this Rental Application to LRGC, Applicant agrees to be bound by the Terms, Definitions, and Conditions of the Rental Application and Rental Agreement.

APPLICANT INFORMATION: RENTAL APPLICATION

Application Date: _____ **Requested Rental Date(s):** _____

Name of Applicant & Contact Person (if different from Applicant)

Name of Organization, if applicable

Phone Number – Applicant

Contact Person (if different)

E-mail Address – Applicant

Contact Person (if different)

Mailing Address - Applicant

City, State, Zip

Type of Event/Activity _____

Number of people expected at event: _____

RENTAL FEE: If the Rental Application is accepted by LRGC, the total rental fee will be \$_____, which is the daily rental rate of \$_____ plus additional fees of \$_____ applicable to members / non-members multiplied by _____ the number of Rental Date(s).

Deposit Amount: \$100.00 CK# _____ Date: _____

Applicant Signature: _____ Date: _____

Print Applicant Name: _____

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1. **DEFINITIONS:** The Definitions contained in the Rental Application are incorporated herein by reference and control the Rental Agreement unless otherwise specified.
 - a. **SECURITY DEPOSIT:** The Security Deposit is defined as the Rental Application Deposit referenced in the Rental Application.
 - b. **RENTAL DATE(S):** The Rental Date(s) is defined as the Requested Rental Date(s) confirmed by LRGC. Please check the LRGC Event Calendar for conflicts before submitting your requested dates.
 - c. **RENTAL PERIOD:** The Rental Period is defined as the Rental Date(s) beginning at 8:00 AM on the first Rental Date and ending at 10:00 PM on the final Rental Date.
 - d. **EVENT:** Event is defined as the activities conducted on the Premises during the Rental Period.
 - e. **LESSEE:** Lessee is defined as the Applicant of the Rental Application and Rental Agreement accepted and executed by LRGC.
 - f. **YOU/YOUR:** You and Your is defined as the Applicant. For the purposes of the Rental Contract, You and Your shall also apply to Lessee.
 - g. **RELEASOR:** Releasor is defined as the Applicant of the Rental Application and Rental Agreement accepted and executed by LRGC, specifically as it relates to Applicant's indemnification of LRGC.
2. **SECURITY DEPOSIT:** All terms, conditions, definitions, and information supplied in the Rental Application, Rental Agreement, and Rental Contract constitute material terms of the Rental Contract. If Lessee breaches the Rental Contract, as determined by LRGC, LRGC may retain Lessee's Security Deposit. In the event additional funds are expended by LRGC to correct any breach by Lessee, LRGC will submit a bill to Lessee for the difference between the actual cost and Lessee's Security Deposit. Lessee shall pay the balance within ten (10) days of receipt of the bill.
3. **TERMINATION:** LRGC retains the right to terminate the Rental Contract at any time. If LRGC terminates the Rental Contract before or at the time of your first Rental Date, LRGC will issue a full refund and return Your Security Deposit.
4. **DRY CAMPUS/SMOKING:** The Premises is alcohol free. No alcohol is permitted on the Premises, specifically including the clubhouse and grounds. Smoking is prohibited in all LRGC buildings. In the event intoxicating beverages/products are served or supplied by whatever means on the Premises, the Mower County Sheriff's Department will be contacted immediately.
5. **ADVERTISEMENT:** All advertisement for your event must be approved by LRGC prior to publishing.

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6. **PAYMENT:** Payment of all fees, specifically including the rental fee determined in the Rental Application, must be received by LRGC no later than thirty (30) days before the Rental Date(s). If Applicant fails to make full payment thirty (30) days before the Rental Date(s), LRGC may, in its sole discretion, cancel the Rental Agreement and retain the Security Deposit in full or in part. Applicant may request an alternate payment arrangement in writing. LRGC will grant or deny such request in its sole discretion.
7. **ACCESS:** Lessee will have access to the Premises beginning at 8:00 AM on the first Rental Date and ending at 10:00 PM on the last Rental Date. LRGC cannot accommodate access to the Premises outside of this time period. If You require access before the date of Your event or cannot remove all of Your personal property after the date of Your event, You must either extend your Rental Date(s) to accommodate or request prior approval for early or late access from LRGC at the time of Your Rental Application. Approval shall be granted or withheld in LRGC's sole discretion.
8. **INSPECTION:**
 - a. Lessee shall notify LRGC prior to commencing its use of the Premises, if the Premises is not in a clean and undamaged condition. Lessee waives the right to allege the same if use is commenced without prior notice to LRGC.
 - b. LRGC reserves the right at any time to enter onto the Premises to review Lessee's actions or for any other reasonable purpose.
 - c. LRGC will inspect the Premises within a reasonable time after the Rental Period. If LRGC determines Lessee did not breach the Rental Contract, LRGC shall return Lessee's Security Deposit.
9. **POST-EVENT CLEANING:** Lessee is responsible for returning the Premises to its pre-rental condition. After the Rental Period, LRGC shall determine whether the Premises were returned in pre-rental condition. If Lessee fails to properly clean the Premises or causes damage to the Premises, LRGC will apply Lessee's Security Deposit to the costs of cleaning and repair. If the Security Deposit is insufficient, LRGC will bill Lessee for any remaining balance. Lessee shall pay the balance within ten (10) days of receipt of the bill from LRGC.

LRGC will supply brooms, dustpan, mop and mop pail. LRGC's personal property shall not be removed from the Premises. Lessee is specifically responsible for ensuring the following is completed before the end of the Rental Period:

- a. **GENERAL**
 - i. **CLOSE AND LOCK** all doors and windows (screens must not be removed);
 - ii. Remove all decorations/signage and all tape inside and outside the facility;
 - iii. Wipe down all counters;
 - iv. Clean stovetop and oven;
 - v. Remove all food items from the cooler and wipe down the cooler, and

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- vi. Sweep floor.
 - b. RESTROOMS
 - i. Wipe down all counters, and
 - ii. Clean sinks and toilets.
 - c. PARKING LOT AND GROUNDS
 - i. Pick up all trash, and
 - ii. Remove any signs and/or decorations (including tape) used for event.
 - d. TRASH: Pick up and remove from the Premises ALL TRASH.
10. **INDEMNIFICATION:** Lessee/Releasor is liable for any and all injuries and damages resulting from the use of the Premises. Lessee shall indemnify, defend, and hold the LRGC harmless from and against all claims, loss or liability resulting from such use.
- a. Lessee/Releasor hereby releases, waives, discharges and covenants not to sue LRGC, its officers, officials, and representatives on account of injury or damage to the person or property of the Lessee/Releasor, Lessee/Releasor's members, guests, invitees, officers, or agents while Lessee/Releasor utilizes the Premises.
 - b. Lessee/Releasor agrees to indemnify and hold harmless LRGC from any liability, damage, or cost which may be incurred by or due to the presence of the Lessee/Releasor, or Lessee/Releasor's members, guests, invitees, officers, or agents within the Premises.
 - c. Lessee/Releasor hereby assumes full responsibility for the risk of bodily injury, death, or property damage occurring while in or upon the Premises and/or while competing, officiating, observing, or working for or participation in the event which is the subject of the Agreement.
 - d. If Lessee/Releasor utilizes the Premises outside of the Rental Period, the terms of the Rental Contract, including but not limited to this indemnification provision, shall continue to apply unless specifically revoked in writing to LRGC and received prior to Lessee/Releasor's use.
 - e. Upon entering the Premises, Lessee/Releasor will continuously inspect the Premises. Lessee/Releasor's continued use thereof shall constitute an acknowledgment that Lessee/Releasor has inspected the Premises and finds and accepts the same as being safe and reasonably suited for the purposes of the Event or use. Lessee/Releasor further warrants that if at any time the Premises is deemed to be unsafe, LRGC will be notified and use of the facility shall be terminated.
 - f. Negligence on the part of LRGC is not a defense against enforcement of any portion of this Rental Contract, specifically including but not limited to the indemnification provision.
 - g. Lessee/Releasor expressly agrees that the forgoing indemnification provision is intended to be as broad and inclusive as is permitted by the laws of the State of Minnesota.

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11. MISCELLANEOUS:

- a. Law Enforcement response to any disturbance at Your Event constitutes a breach of the Rental Contract.
- b. The Lessee shall be liable for the conduct and control of all Event participants. Lessee shall ensure all federal, state, city, county, and any other applicable laws and regulations are followed, including occupancy limits of the applicable fire code. Any breach of such laws and regulations constitutes a breach of the Rental Contract.
- c. Lessee shall not assign or sublet the Premises or any portion thereof.
- d. No entrance, participation or other fees or charges of any nature may be imposed or collected for participation in the Event unless You have obtained written permission from LRGC.
- e. Regardless of LRGC's decision to retain or return the Security Deposit, LRGC retains all other rights and remedies it may have against Lessee.
- f. This Rental Contract is made and is intended to be performed in the State of Minnesota and shall be construed and enforced in accordance with and governed by the laws of said state.
- g. This Rental Contract shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
- h. This Rental Contract may be executed in counterparts. Facsimile or e-mailed signatures are binding and are considered to be original signatures.
- i. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
- j. This Rental Contract will not be assigned either in whole or in part by any party to this Rental Contract.
- k. If any term, covenant, condition or provision of this Rental Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the Court only to the extent deemed necessary by the court to render the provision reasonable and enforceable and the remainder of the provisions of this Rental Contract will in no way be affected, impaired, or invalidated as a result.
- l. This Rental Contract contains the entire agreement between the parties. Only the written terms of this Rental Contract will bind the parties.
- m. The parties agree that no assent, express or implied, by the other party to any breach of any of the covenants or agreements shall be deemed or taken to be a waiver of any succeeding breach of such covenant.
- n. The headings in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement.
- o. This Rental Contract may not be canceled, modified or otherwise changed except by another written agreement signed by Lessee and LRGC. Lessee represents that

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s/he has had a reasonable and adequate opportunity to consult with his/her own attorney regarding the effect of this Rental Contract, the sufficiency of the consideration provided to Lessee, and the reasonableness of the restrictions and requirements set forth herein; and that Lessee is signing this Rental Contract voluntarily, in order to receive the consideration that is being offered in exchange for this Rental Contract.

Applicant/Lessee/Releasor has read and voluntarily signs this Rental Contract on behalf of him/her/itself and his/her/its members, guests, invitees, officers, and agents and further warrants that it is not signing in reliance on any oral representations, statements, or inducements.

The parties acknowledge and represent that the undersigned have full power and authority to enter into this Rental Contract on behalf of Applicant and LRGC.

APPLICANT:

Date

Applicant Signature

Printed Name of Applicant

Applicant's Organization & Title

LE ROY ROD & GUN CLUB:

Date

Nathan Frazer, President