



Rental Agreement

This is a Rental Agreement between Chaska Mill Properties (Herein after known as CMP) and _____ (Herein after known as Renter) for the use of The Granary event space on _____, 20____.

Contact	
Email	
Mobile Phone	
Org / Address	
Event	
Guest Count	
Date	
RENTAL FEE	<p>Monday – Thursday: (Refundable Damage Deposit: \$150)</p> <p>_____ 7am – 3pm: \$175</p> <p>_____ 3pm – 11pm: \$250</p> <p>_____ All Day: \$275 (Come & Go All Day, as needed)</p>
	<p>Friday - Sunday: (Refundable Damage Deposit: \$250)</p> <p>_____ 7am – 3pm: \$250</p> <p>_____ 3pm – 11pm: \$350</p> <p>_____ All Day: \$375 (Come & Go All Day, as needed)</p> <p style="text-align: center;">Full Payment Due at Time of Reservation. Accepting Payments of Cash, Check or PayPal (Add \$8 Service Fee to Total)</p> <p style="text-align: center;">Proof of Host Liability Insurance (if serving alcohol) AND <u>Refundable Damage Deposit Due 30 Days Prior to Event</u></p> <ul style="list-style-type: none"> • Bring Your Own Food/Caterer & Beverages (Including Beer & Wine) • Includes Tables, Chairs, Wifi, Docking Station, Garbage, Private Restroom & Supplies, Café Lights • Screen & Projector Available Upon Request

Yes No “For Sale” Alcohol (All Types) Provided By Cy’s Bar & Grill: Terry Dircks
 Yes No “Not For Sale” Alcohol (Beer, Wine, Champagne Only) Supplied by Renter
 (Host Liability Insurance Required)

FEES & PAYMENTS

Reservations & Payments

- CMP must receive full payment and a signed rental agreement to guarantee reservation.
- The refundable damage deposit and insurance policy (if needed) are due 30 days prior to event.
- CMP accepts payment in the form of cash, check or PayPal.
- **Make checks payable to “Chaska Mill Properties” and mail to:**

Chaska Mill Properties
Attn: Krista Flemming
500 N. Pine Street, Suite 300
Chaska, MN 55318

- **Send PayPal to kflemming@chaskamill.com . If using PayPal with Credit Card, PayPal fees will be an addition to rental fee.**

Damage Deposit

- Damage beyond normal wear and tear will result in forfeiture of damage deposit. Renter will be billed for damage in excess of the deposit.
- Renter must identify questionable areas via photo, text, or email prior to the start of the event. Hearing nothing from the Renter automatically assumes the Renter accepts, and acknowledges the property was received in good condition.
- The damage deposit will be returned or shredded no later than two (2) weeks following the event provided the facility was cleaned and undamaged. **(See Clean-Up portion of agreement for further Damage Deposit Refund details.)**

Cancellation Policy

Renter must provide a dated, written request (letter or email form) for cancellation. Cancellation by Renter will result in full refund of the damage deposit, but down payment is subject to the following fees:

- Up to 60 days prior to event: Full refund
- 0 – 60 days prior to event: Forfeit 100% of payment

NO refunds will be made if cancellation results from Renter’s noncompliance with conditions of this rental agreement. Damage Deposit will be fully refunded.

CMP reserves the right to cancel this agreement in the event of emergency or circumstances beyond our control. Any payments and/or damage deposit already made will be fully refunded or CMP will work with Renter to change the event date.

TERMS AND CONDITIONS

Facility Inclusions

- **Staff:** CMP will either communicate necessary details via phone, text or email to Renter or meet Renter onsite regarding facility specifications prior to the event. A staff member WILL NOT be onsite during the event. ***If questions arise, contact Krista Flemming at 952-288-3319.***
- **Tables/
Chairs:** Seating for up to 60 people is provided...standing room up to 75 people
Renter May Arrange Space, As Desired – Linens are not provided

Available Hours

- Renter has rented the space for the entire said time noted and agreed to herein. Renter is solely responsible for set up, host liability insurance (applicable to alcohol only) and clean-up within the allotted time period noted on Page 1 of this agreement.
- Arrangements must be made by the Renter for any rented equipment, decorations, etc., to be **set up and removed the same day as the event** unless there is prior approval. CMP is not responsible for any damage to/or theft of items left by Renter or guest.

Decorations

- Decorations may not be fastened to walls with nails or staples. Pushpins and masking tape are permitted, but must be removed at end of event.
- Candles must be completely enclosed in a glass or non-flammable holder.
- The use of glitter, confetti, straw, rice, or birdseed is prohibited.
- All decorations must be removed immediately following event.
- Renter should consult with CMP if in doubt of acceptable decorations.

Food

- Renter is responsible for all food and/or caterer.
- CMP does not provide any serving utensils or dishes.
- There is no microwave/stove available onsite.
- There is a full-size refrigerator and sink/water available.

Entertainment

- Outside entertainment is allowed. Entertainer must provide all equipment necessary for their performance, and abide by all city noise regulations. All entertainment must be finished prior to 10:45 p.m. **Entertainment must be approved by CMP prior to the event.**
- Renter must make arrangements to have any equipment, etc., removed before the event's end time unless there is prior approval. CMP is not responsible for damage or theft of equipment or items left by the entertainer.

Parking

- Parking is available on the public streets (5th Street and Pine Street), or in the adjacent public parking lot near the library/city hall (south of the building). **CMP is NOT responsible for any vehicle not adhering to signed parking restrictions.**

Alcohol

Renter may provide alcohol at the event. Renter must abide by the following regulations regarding the serving and consumption of alcohol:

- Renter may provide their own beer, wine and/or champagne. These alcoholic beverages may be consumed without a licensed provider when there is NO monetary exchange for the beverage AND when there is NO admission charge for the event.
- If Renter supplies beer, wine, and/or champagne, NO alcoholic beverages can leave the event space. Likewise, beverages purchased at Cy's Bar and Restaurant (herein referred to as Cy's) remain within Cy's establishment. Guests that do not comply will be asked to leave Cy's and/or the Renter's event.
- Non-Alcoholic beverages (soda, water, juice, etc.) must also be available for the duration of the event if alcoholic beverages are provided or sold.
- If Renter chooses to serve hard alcohol or charge a fee for any alcoholic beverage (including beer, wine or champagne), Cy's is the sole, licensed source to provide this service unless otherwise approved by CMP. Fees and terms associated with alcoholic beverage service are subject to Cy's terms and conditions. This will be a cash-only service. No credit cards will be accepted. An ATM machine is available at Cy's.
- **If contracted**, Cy's will provide a beverage service in the event space, and alcoholic beverages are then allowed to be brought between Cy's establishment and the event space.
- In accordance with state law, it is illegal for anyone to give, serve or sell alcoholic beverages to any person under age twenty-one (21). This law also applies to parents and any other family members of minors renting CMP.
- It is illegal to serve alcoholic beverages to an obviously intoxicated person.
- Beverage servers/sellers have the right to refuse service/sale to anyone who appears to be intoxicated or under the age of 21.
- Also see additional details related to alcohol consumption under the Insurance and Security Requirements Section of this agreement.

Miscellaneous Policies

- **Animals**, except for service animals, are prohibited.
- **Smoking and E-Cigs** are prohibited inside the building, and will result in the forfeiture of the full damage deposit.
- No guests allowed on the second or third floors of the building.
- Renter is responsible for appropriate conduct of all guests.
- The number of guests must not exceed 75. Renter will be held responsible, and is subject to any fines associated with fire code penalties.
- CMP is not responsible for items left before, during or after the event.
- CMP does not provide storage for equipment or belongings before or after the event.
- CMP may enter the rented premises at any time.
- CMP reserves the right to take photographs for its own records and future advertising use.

Cleaning Fee/Clean-Up Responsibilities

Clean-up is the Renter's responsibility. Renter will provide sufficient supervision of guests to minimize food and beverages spills during the event. CMP will supply appropriate cleaning materials and **Renter is responsible for the following:**

- **Decorations:** Remove all decorations and personal belongings.
- **Keys:** Lock doors and return keys to proper location.
- **Tables:** Cleaned off and wiped down.
- **Chairs:** Place in original orderly or stack, and wiped down if necessary.
- **Floors:** Vacuum rugs, floor and restroom area, where necessary (vacuum provided)
- **Trash:** Remove trash from all receptacles (including restrooms). Replace with provided garbage bags. Dispose of trash in dumpsters near Cy's east entrance. (Hwy 41 side of the building).
- **Lights:** Turn off lights. (Light by restrooms remains "ON" at all times.)
- **Keys:** Lock up and return key(s) to proper location.

The Renter will be charged the full damage deposit if ANY of the clean-up tasks are not completed. CMP reserves sole discretion of adequate venue cleanliness.

Initial/Date _____

INSURANCE AND SECURITY

Insurance

If Renter provides alcoholic beverages, proof of insurance will be required.

- Renter shall provide proof of homeowner's insurance policy that carries Host Liquor Liability coverage (this is usually a standard within homeowner policies) OR shall take out, at their expense, general liability insurance naming Chaska Mill Properties as an additional insured.
- **A copy of the insurance coverage must be submitted to CMP at least 30 days prior to the event.** CMP holds the right to restrict Renter from providing alcoholic beverages or to cancel the event and retain 50% of the payment if proof of insurance is not provided 30 days prior to the event.

Indemnification

Renter agrees to defend, indemnify, and hold harmless CMP from and against any and all claims, demands, causes of action, or liabilities incurred by CMP, arising from Renter’s acts or omissions under this Agreement or any act or omission of Renter’s vendors, employees, contractors or guests attending the event with the express or implied permission or invitation of Renter, except as may arise from the negligence or willful misconduct of CMP.

CMP will not be held responsible for any losses, damages, injuries, or illnesses. This refers to any loss, damage, injury or illness to persons or possessions that may occur at any function held on this property, from any cause, whatsoever, prior to, during or subsequent to the period covered by this contract. Renter will be responsible for the control and supervision of the people in attendance during the use of the facility to ensure no harm is done to persons or property.

SIGNATURES

Renter agrees to abide by this agreement and acknowledges having received a copy thereof. Renter will be held financially responsible for any damage to the facility or equipment, which occurs during the time of the Renter’s event.

The undersigned hereby agrees all information on the application is to his/her best knowledge. No details can be changed once a Rental Agreement is signed unless the Renter receives written acceptance from CMP. CMP reserves the right to ALLOW/NOT ALLOW requested changes.

By signing below, Renter acknowledges that he/she has read and agrees to all above terms and conditions.

Renter

**The Granary
Chaska Mill Properties, LLC**

Signature

Signature

Printed Name

Krista Flemming, Manager

Printed Name

Date

Date