

City of Grand Meadow, Minnesota
Community Center Rental Agreement

www.cityofgrandmeadow.com

112 Grand Ave E, PO Box 38

Grand Meadow, MN 55936

Phone: (507)754-5280

The City of Grand Meadow, Minnesota (the “City”) has adopted the following Community Center Rental Rules and Regulations concerning the rental of the City’s Community Center 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 Community Center.** To reserve the Community Center, the User must submit a Community Center Rental Agreement (the “Agreement”) to the City Clerk at least 30 days prior to the Event. Agreements will not be accepted more than one year in advance of the Event. Agreements will be accepted during the City’s regular business hours.
2. **Security Deposit.** A security deposit of \$50.00 must accompany the Agreement. The deposit will be returned if the Event is cancelled for any reason by the City or the User. If the Agreement is approved, the deposit will be returned to the User within fifteen (15) days after the Event if there is no damage to the Community Center or its contents. The City may withhold a portion or all of the deposit if the User does not adequately clean the Community Center following the Event. The amount of the deposit does not limit the liability of the User for any damage or loss caused by the User or the User’s guests and invitees.
4. **Rental Fee.** The City charges a \$150.00 rental fee for use of the Community Center. The rental hours include the time necessary for set up and clean-up. If the Community Center is available, the City, in its sole discretion, may allow the User to set up the day before the Event. The rent is due at least 30 days prior to the Event, or on the date of the Agreement if less than 7 days remain prior the Event.
5. **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.
6. **Kitchen/Food.** Users may provide their own food and beverage or utilize a professional caterer. If the kitchen is used, all dishes, pots, pans, glassware, silverware and other utensils must be washed, dried and returned to their original location.
7. **Cancellation/Refund Policy.** For cancellation requests received by the City at least 30 days prior to the Event date, no rental fee shall be due. For cancellation requests received less than 30 days prior to the Event date, one-half of the rental fee shall be due. The City reserves the right to cancel the Event. 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.

8. **Maximum Capacity.** The maximum capacity of the Community Center is 144 persons. Under no circumstance shall the number of persons at an Event exceed the maximum capacity.
9. **Alterations.** The User shall not make any alterations to the Community Center. 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 Community Center.
10. **Building Access.** The Community Center will be available for access at the time reserved and keys will be available at City Hall the day before the Event. If the Event is on a Saturday or Sunday, keys must be picked up no later than 12:00 p.m. on the Friday before the Event. The User shall ensure that everyone is out of the building before leaving and is responsible for locking the Community Center following the Event.
11. **Access by City.** The User shall permit the City's officials, employees or agents to have access and to enter the Community Center at any time during the Event.
12. **Designated Area.** Only the area designated in the Community Center Rental Agreement may be used. Any private areas or equipment are off limits.
13. **Clean Up.** The User is responsible for leaving the Community Center in as good or better condition than found. All tables and chairs must be returned to their original position. All floors must be swept and mopped. Cleaning supplies are in the janitorial closet. The User must empty all garbage into the dumpster behind the Community Center.
14. **Entertainment.** All entertainment must be pre-approved by the City.
15. **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 Agreement, that one or more security guards be present at the Event.
16. **Admission Fee.** The User may not charge an admission fee, sell tickets or solicit donations at the Community Center without the express written permission of the City.
18. **Smoking.** Smoking in the Community Center is prohibited at all times.
19. **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 Community 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.
20. **Alcohol Policy.** The possession, use or sale of alcoholic beverages is permitted in the Community Center only under the following conditions:
 - Alcohol use is limited to beer, wine and champagne. Kegs are not allowed.
 - A liquor license must be obtained prior to the Event if alcohol is sold.

- The User must have adequate procedures in place to ensure that no one under the age of 21 is served alcohol and to ensure that no one is served alcohol in an amount to cause intoxication.
 - The serving of alcohol must end at least one (1) hour prior to the end of the Event.
 - “Bring Your Own Bottle” functions are prohibited.
21. **Insurance Requirements.** The City, in its discretion, may require the User to obtain liability insurance for any use of City facilities. If liability insurance is required, the following requirements apply:
- \$1,000,000 minimum.
 - Insurance shall cover liability for injury death and property damage including coverage for alcohol related claims.
 - 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.
22. **Restricting Use.** The City Clerk shall have the authority, subject to appeal of the City Council, to prohibit or limit use of the Community Center by a particular User based upon knowledge that the User has caused damage to other public facilities or when disruption, damage, theft or other unfavorable history is recorded from previous use of the Community Center.
23. **No Discrimination.** The City does not deny access to the Community Center on the basis of race, religion, sex, creed, age, sexual orientation or national origin. Allowing any group to use the Community Center does not imply endorsement of a group’s views by the City.
24. **Accidents/Damage.** Any accidents or damage to the Community Center must be reported to the City Clerk following the Event.
25. **Personal Property.** The City will not be responsible for any personal property belonging to the user or the user’s guests or invitees.