

# Glyndon Community Center Rental Rules and Regulations

## City of Glyndon, Minnesota

### 2022 (Adopted 2012)

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The City of Glyndon, 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 Application (the “Application”) to the City Clerk *at least fourteen (14) days prior to the Event*. Applications will be accepted during the City’s regular business hours, and only an advance payment will hold the date of reservation.

#### 2. Community Center Rental Agreement

After the City has approved an Application, the User has entered into a written Community Center Rental Agreement (the “Agreement”) with the City.

#### 3. Security Deposit

*A refundable cleaning deposit of \$100.00 must accompany the Application for ALL events.* 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 has two Categories for use of the Community Center:

- Category I: Large Groups, Dances or Events with Music, and Non-Profit Fundraisers
- Category II: Small Family Events or Meetings

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 rental fee is due on the date of the Agreement.* If the User remains in the Community Center past the ending time stated in the Agreement, the additional rent must be paid within seven (7) days after the Event. For events with alcohol, if the User remains in the Community Center past the time which was allotted for security to be present, the User is responsible for paying the extra security charges.

#### 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.

#### 7. Cancellation/Refund Policy

For cancellation requests received by the City at least 7 days prior to the Event date, no rental fee shall be due. For cancellation requests received less than 2 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. **For events with alcohol, security fees may still apply depending on when the event is cancelled.**

## 8. Maximum Capacity

The maximum capacity of the Community Center is 180 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 without the 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 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 a few days before the Event. If the Event is on a Saturday or Sunday, keys must be picked up no later than 4:30 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 Application may be used.

## 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. **The building MUST be cleaned and vacant by the end time of the scheduled event. No extra time will be granted for clean-up, or the User may face additional charges.**

## 14. Entertainment

All entertainment must be pre-approved by the City.

## 15. Security

All Events with Alcohol are required to have a security officer present, which the City will arrange for you. The current company is ASP of Moorhead fee is \$35.00/hour, with a minimum of 4 hours required (\$140.00). Any events booked on an actual holiday may have higher rates determined by ASP. The City may require, as a condition of approval of the Application, that one or more security guards are present at the Event. If an event is cancelled by the User, security fees may still apply.

## 16. Minors

If persons under age 18 will be present at the Event, there must be at least one adult present for every 2 minors.

## 17. Admission Fee

The User may not charge an admission fee, sell tickets or solicit donations at the Community Center without the express written permission and proper permits of the City.

## 18. Smoking

Smoking is NOT ALLOWED on any City property, including the Community Center.

## **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:

- Prior to any Event where alcohol is served or sold a one-day liquor license must be obtained from the City.
- 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.
- A security officer from ASP of Moorhead must be present if alcohol will be consumed during the Event.

## **21. Insurance Requirements**

The City, in its discretion, may require the User to obtain liability insurance. 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 or Group 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/Personal Property**

Any accidents or damage to the Community Center must be reported to the City Clerk following the Event. The City will not be responsible for any personal property belonging to the User or the User’s guests or invitees.