

CITY OF ELLSWORTH COMMUNITY CENTER RENTAL POLICY & PROCEDURE

The Following are the policies and procedures set forth by the City of Ellsworth for the use of the Ellsworth Community Center by a member of the public or a group (the "User/Renter") for an event or meeting. These policies and procedures will be incorporated by reference into any contract or agreement between the City of Ellsworth and the User/Renter.

- 1.) Community Center Rental Agreement. An agreement will indicate the User/Renter and the City Staff providing times of rental, fees, address and contact phone number of the person representing the User/Rental. Agreement must be signed by a responsible representative (at least 18 years of age) for intended date(s) only. This agreement will require you to indemnify and hold harmless the City of Ellsworth of any and all claims against the city.
- 2.) Rental Fees. User/Rental Fees are due when city staff confirms date of rental. Rental hours include the time necessary for set-up and clean-up. At their discretion, if the Community Center is available, city staff may allow the User/Renter to set-up the day before the event. Non-profit organization's fees may be waived at the discretion of the city council.
- 3.) Rental Hours: Facility may be rented 7:00a.m. through 12:30a.m., vacate by 1:00a.m.
- 4.) Keys. A front door key/fob will be signed out by the User/Renter at City Hall prior to the Community Center use and returned within 2 business days following the event.
- 5.) Priority of Use. The City of Ellsworth shall have first priority for all governmental activities. The priority for all other uses shall be determined on a first-come, first-served bases.
- 6.) Kitchen/Food. User/Renter may provide their own food and beverage or utilize a professional, licensed, and insured caterer. If

the kitchen is used, all dishes, utensils, and cookware must be washed, dried and returned to its original location.

- 7.) Personal Items. The city is not responsible for any items left after any event. All items belonging to User/Renter and brought in should be removed when event or meeting is finished.
- 8.) Clean-Up. The User/Renter is responsible for leaving the Community Center in as good or better condition than when found. Tables and chairs must be cleaned and put back in their original location. Any spills should be wiped/mopped up. Mud, ice/snow shall be wiped/mopped up. All garbage must be bagged and put in the dumpster. Thermostats should be returned to the original setting. Please inform city staff of any concerns of the building, equipment, or damages.
- 9.) Maximum Capacity. Under no circumstances shall the number of persons at an event exceed the maximum capacity. According to the MN State Fire Marshal, the compacity is _____
- 10.) Alterations. To avoid any permanent damage, User/Renter may not make any alterations to the Community Center. Alterations would include any items that shall be hung, glued, taped or anyway affixed to the walls, ceiling, floor, windows, or light fixtures of the building.

You may use painter's tape and only painter's tape. No other form of attachment may be made to the walls, ceiling or floors. No scotch tape, duct tape, staples, nails etc. to ceiling, walls and floors. No glitter or confetti. No wax sand or salt on the floor or any other substance used on the floors.

- 11.) Access by City. The User/Renter shall permit city officials, employees, or agents to have access and to enter the Community Center at any time during the event.
- 12.) Prohibited Area. The City Clerk's Office, Veterans Room, City Council Chambers and Mechanical room are off Limits to all User/Renters.

- 13.) Security. All events shall be operated and supervised to the satisfaction of the City.
- 14.) Use of Candles/Open Flame. All candles/open flame must be in a glass container taller than the candle flame or battery-operated candle.
- 15.) Pets. Pets are not permitted on the premises with the exception of a service animal. It is the renter's responsibility for all interior and exterior pet clean-up.
- 16.) Fire Alarm. If the Fire Alarm is pulled and there is no emergency, your deposit will be non-refundable and additional fines.
- 17.) Smoking. Smoking at the Community Center and on the grounds is prohibited at all times.
- 18.) Law/Ordinance. The User/Renter must comply the laws of the State of Minnesota and City of Ellsworth Ordinances. The city has the right to terminate the use of the Community Center during any event or meeting if the User/Renter violates any state laws or city ordinances. All fees shall be forfeited when an event or meeting is terminated for this reason.
- 19.) Alcohol Policy. The possession, use or sale of alcohol shall not be permitted in the Community unless the following conditions are met:
 - A liquor license must be obtained and on file with the City Clerk, prior to the event, if alcohol is to be sold, prior to obtaining keys for the City Hall.
 - Alcohol availability only with prior approval and all forms to indemnify and hold harmless the city (rental agreement) for any claims arising out of use of the property for the event or meeting.
 - The User/Renter 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.

20.) Insurance Requirements. The city does require that the User/Renter obtain general liability insurance when alcohol is sold. If general 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.
- The city must be named as an "Additional Insured" on the policy.
- Low cost insurance "TULIP Insurance" (Tenant User Liability Insurance Program) is available to anyone; for more information, please visit:
<http://mvw.lmc.org/media/document/.1/tulipflyerfortenantusers.pdf>

If alcohol is being sold, the following requirements apply: • User/Renter must obtain a liquor license and liquor liability insurance in the minimum amount of \$1,000,000 per occurrence with the city added as an additional insured. This requirement may also be satisfied by hiring a licensed caterer to serve and sell alcoholic beverages. A caterer is required to meet the same minimum insurance requirements.

- YOU WILL NOT RECEIVE A KEY TO CITY HALL IF YOU DO NOT PROVIDE A COPY OF YOUR CERTIFICATE OF INSURANCE FOR GENERAL LIABILITY AND/OR LIQUOR LICENSE WITH THE CITY NAMED ADDITIONALLY INSURED, PRIOR TO YOUR EVENT.

THIS IS NON-NEGOTIABLE AND THE CITY CLERK OR ANY CITY EMPLOYEES DO NOT HAVE AUTHORIZATION TO MAKE ANY POLICY CHANGES OR DECISIONS WHEN IT INVOLVES PROVIDING PROOF OF INSURANCE.

21.) Restricting Use. The city clerk shall have the authority, subject to appeal of the city council, to prohibit or limit the use of the Community Center based upon knowledge that the User/Renter has caused damage to the other public facilities or when disruption, damage, theft or other

unfavorable history is recorded from previous use of the Community Center.

22.) Cell phone. It is the responsibility of the renter to have a working cell phone on the premises at all times for emergency purposes, as there is no phone service at the Community Center.

23.) Additional Chairs or Tables. Any additional chairs or tables that are needed for your event are the responsibility of the user to acquire.

24.) Emergency Exits. No Main and Emergency exits shall be blocked or propped open. This is a violation of the State Fire code.

25.) No Discrimination. The City of Ellsworth is an equal opportunity employer and provider. The City does not discriminate or endorse based on race, religion, sex, age or national origin, or any other protected class under state or federal law.

A Clean-up check off list is included with this contract and is expected to be followed.