

CITY OF ELLSWORTH SHELTER HOUSE RENTAL POLICY & PROCEDURE

The Following are the policies and procedures set forth by the City of Ellsworth for the use of the Ellsworth Shelter House 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.) Shelter House 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. The 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 the date of rental. Rental hours include the time necessary for set-up and clean-up. At their discretion, if the Shelter House is available, city staff may allow the User/Renter to set-up the day before the event. Non-profit organizations' 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.) Food. User/Renter may provide their own food and beverage or utilize a professional, licensed, and insured caterer.
- 5.) 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 an event or meeting is finished.
- 6.) Clean-Up. The User/Renter is responsible for leaving the Shelter House in as good or better condition than when found. The 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.

- 7.) Please inform city staff of any concerns about the building, equipment, or damages.
- 8.) Maximum Capacity. Under no circumstances shall the number of people at an event exceed the maximum capacity. According to the MN State Fire Marshal, the compacity is _____.
- 9.) Alterations. To avoid any permanent damage, User/Renter may not make any alterations to the Shelter House. 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.

- 10.) Access by City. The User/Renter shall permit city officials, employees, or agents to have access and to enter the Shelter House at any time during the event.
- 11.) Security. All events shall be operated and supervised to the satisfaction of the City.
- 12.) Use of Candles/Open Flame. All candles/open flame must be in in a glass container taller than the candle flame or battery-operated candle.

- 13.) Pets. Pets are not permitted on the premises except for service animals. It is the renter's responsibility for all interior and exterior pet clean-up.
- 14.) Smoking. Smoking at the Shelter House and on the grounds is prohibited at all times.
- 15.) Law/Ordinance. The User/Renter must comply with the laws of the State of Minnesota and City of Ellsworth Ordinances. The city has the right to terminate the use of the Shelter House 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.
- 16.) **Alcohol Policy. The possession, use or sale of alcohol shall not be permitted in the Shelter House 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 is available 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 dollars 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 BE ABLE TO RENT THE SHELTER HOUSE 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 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 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 Shelter House 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 Shelter House.

- 22.) Cell phone. It is the responsibility of the renter to always have a working cell phone on the premises for emergency purposes, as there is no phone service at the Shelter House.
- 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.