



CITY OF LANESBORO

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Community Center Rules and Regulation

The City of Lanesboro, 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 forty-five days prior to the Event. Applications will not be accepted more than two year in advance of the Event. Applications will be accepted during the City’s regular business hours.
2. **Community Center Rental Agreement.** After the City has approved an Application, the User must enter into a written Community Center Rental Agreement (the “Agreement”) with the City. A rental deposit in the amount of 25% of the total rental fee shall be paid upon signing of the agreement.
3. **Security and Key Deposit.** A security deposit of \$150, as well as a key deposit of \$150 must accompany the Agreement. The deposits will be returned if the Application is denied or if the Event is cancelled for any reason by the City or the User. If the Application is approved, both deposits will be returned to the User within fifteen (15) days after of the Event if there is no damage to the Community Center or its contents as well if the keys are returned. 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 the following rental fees for use of the Community Center:

○ Auditorium	\$500.00
○ Community Room (Dining Room)	\$100.00
○ Meeting Room (Chamber Room)	\$75.00
○ Kitchen	\$75.00
○ Gazebo	\$50.00

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 three days prior to the Event, or on the date of the Agreement if less than two 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. All cancellations must be submitted to the City Clerk in writing. 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. If the City does cancel the event, the City is not liable for any costs incurred by the renter.
8. **Maximum Capacity.** The maximum capacity of the Community Center will be based on the event. 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 written 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 the day before the Event. If the Event is on a Saturday or Sunday, keys must be picked up no later than 3:00 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 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. 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 Application, that one or more police officers be present at the Event.

16. **Smoking and Vaping.** Smoking and vaping in the Community Center are prohibited at all times.
17. **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:
 - A liquor license must be obtained prior to the Event if alcohol is served or 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.
 - For events not using a licensed caterer the City will require the hiring of a Police Officer, at the cost of \$200.00 paid directly to the officer the night of the event.
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 Park Board 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.

Community Center Checklist

After your function is held, a City of Lanesboro employee will use the checklist below to determine the amount of Security Deposit to be refunded. If for any reason prior to the use, you as the renter notice any damage or have concerns, please contact the City of Lanesboro Administrator. If the damage is not reported prior to set up or the event; the renter will be held liable for the cost of repair. Portion of the deposit forfeited for failure to comply is noted as follows:

1. Garbage must be taken out to the Dumpster in back of building, this includes bathroom garbage.
2. Floors must be broom swept and spills mopped up.
3. No tape, push pins, etc. may be left from decorations.
4. Kitchen must be clean and left in proper order
5. Bathrooms must be clean and in working order, again, all garbage must be removed.
6. Tables and chairs must be wiped clean and returned to where they came from.
7. Floors must be swept and cleaned.
8. All windows, screens, doors and all other Community Center property must not be damaged.

I understand that I am to pick up and return the keys to the City of Lanesboro Administrator's office, and that I am to leave the building in a clean and orderly condition. I will report any accidental breakage or damage to the City Administrator's Office and agree to be responsible for the cost of repair and replacement.

The undersigned hereby represent that he/she is the applicant or authorized agent of the applicant named herein and that he/she has received, read and reviewed all the rules and regulations set forth in this contract. The undersigned acknowledges that he/she fully understands all of the rules and regulations set forth herein and agrees to abide by the rules and regulations and will use his/her best efforts to ensure that all individuals in attendance at the Community Center will comply with the rules and regulations. The undersigned also declares that the factual information furnished by him/her in this application is true, accurate and complete to the best of his/her knowledge and belief. If the applicant does not conform to any and all rules and regulations set forth in this contract, the undersigned agrees that the City of Lanesboro is entitled to cancel this contract with no refund due to the applicant. Rental fees and times are subject to change at the discretion of the City of Lanesboro City Administrator and City of Lanesboro City Board without notice. The undersigned agrees to all items set forth in this contract.

Signature:	Date:
City Approval:	Date: