# **Glyndon Community Center**

# **Rental Rules and Regulations**

City of Glyndon, Minnesota Updated 2023 Last Revised 2017 (Adopted 2012)

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 seven (7) days prior to the Event. Applications will not be accepted more than one 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.

# 3. Security Deposit.

The full Event deposit must accompany the Application for Category II Events. A security deposit of half the cost of the Event for Category I must be paid when the Event is scheduled. 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

Category II: Small Family Events

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 on the date the Agreement is signed. 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.

## 5. Refundable Cleaning Deposit.

There is a \$100 refundable cleaning deposit required prior to receiving the key to the Community Center for the residents of Glyndon. There is a \$200 refundable cleaning deposit for non-Glyndon residents. If the Center is not cleaned or items are damaged it is the discretion of the City Staff if the deposit will be returned. If Alcohol is served without the knowledge of the City the cleaning fee will not be refunded.

## 6. 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.

#### 7. Kitchen/Food.

Users may provide their own food and non-alcoholic beverages or utilize a professional caterer. If having alcoholic beverages, please follow the "Alcohol Policy" found on page 3.

## 8. Cancellation/Refund Policy.

For cancellation requests received by the City at least seven (7) days prior to the Event date, no rental fee shall be due. For cancellation requests received less than two (2) 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.

## 9. 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.

#### 10. 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.

# 11. 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.

#### 12. 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.

#### 13. Designated Area.

Only the area designated in the Community Center Rental Application may be used.

#### 14. Clean Up.

The User is responsible for leaving the Community Center and outside grounds in as good or better condition than found. All tables and chairs used must be washed and 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.

#### \*FOLLOW CHECKLIST FOR CLEANUP\*

#### 15. Entertainment.

All entertainment must be pre-approved by the City.

#### 16. Security.

All Events shall be operated and supervised to the satisfaction of the City. The City requires, as a condition of approval of the Application, that one or more security guards are present at the Event if alcohol is present.

#### 17. Minors.

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

#### 18. 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.

## 19. Smoking.

Smoking in or outside the Community Center is prohibited at all times.

#### 20. 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, City Ordinances or these rules and regulations. All fees shall be forfeited when an Event is terminated for this reason.

## 21. 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 being 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.
- A Police Officer or Security Guard must be present if alcohol will be consumed during the Event.
- There must be at least a two (2) week notice if alcohol will be present at an Event so proper security can be arranged. There is a minimum charge of 4 hours for security.

#### 22. 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.

## 23. 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.

# 24. 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.

# 25. Accidents/Damage.

Any accidents or damage to the Community Center must be reported to the City Clerk following the Event.

# 26. Personal Property.

The City will not be responsible for any personal property belonging to the user or the user's guests or invitees.