

City of Dassel, Minnesota

City Hall Community Room Rules and Regulations

The City of Dassel, Minnesota (the City) has adopted the following Community Room Rules and Regulations applicable to rental of the City Hall Community Room to a member of the public, an organization or a group (the User) for the purpose of an Event. These Rules and Regulations are incorporated by reference into the Community Room Rental Agreement between the City and User.

1. **Reserving the Community Room.** To reserve the Community Room, the Applicant shall submit a fully executed Dassel City Hall Community Room Rental Application to the City Clerk at least 20 days (or 30 days if alcohol is to be served or sold) prior to the Event. Applications will be accepted during the City's regular business hours. Applications will not be accepted more than one year in advance of the Event.
2. **Community Center Rental Agreement.** After the City has approved the Application, the Applicant must execute a written City Hall Community Room Rental Agreement with the City.
3. **Security/ Damage/ Cleaning Deposit.** A security deposit of \$300.00 must accompany the Application if no alcohol will be served at the Event. A security deposit of \$500.00 must accompany the Application if alcohol will be served or sold at the Event. The deposit will be returned if the Application is denied or if the Event is cancelled for any reason by the City or the Applicant. If the Application is approved and an Agreement executed, the deposit will be returned to the Applicant within fifteen (15) days after of the Event provided there is no damage to the Community Room or its contents. The City may withhold a portion or all of the deposit if the organization or group that the Applicant represents do not adequately clean the Community Room in accordance with the Clean Up & Closure Check List provided by the City. The amount of the deposit does not limit the liability of the Applicant or the User organization or group the Applicant represents for any damage or loss caused by their use of the Community room or other City property.
4. **Rental Fee.** The City charges a flat fee of \$60.00 per Event for rental of the City Hall Community Room. This provision is not applicable to municipal oriented uses of the Community Room such as but not limited to uses by the Dassel City Council, city boards, committees, commissions, focus groups, or other Dassel related activities such as the Chamber of Commerce.

The rental fee is due at least 10 days prior to the Event, or on execution of the Agreement if less than 10 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.** The kitchen may be used for assistance in set up, serving, and clean up, but no food preparation is allowed. If the kitchen is to be used, it must be used in compliance with the terms of the City Hall Community Room Kitchen Use Policy & Waiver, and the Clean Up & Closure Checklist is to be followed. 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 10 days prior to the Event, no rental fee shall be due. For cancellation requests received less than 10 days prior to the Event, one-half of the rental fee shall be due. All cancellation requests be must be submitted to the City Clerk in writing.

The City reserves the right to cancel an Event. If the City cancels an 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 Applicant/User within fifteen (days) of the cancellation date. Applicant/User waives all claims against the City arising out of or relating to the City's cancellation of an Event.

8. **Maximum Capacity.** The maximum capacity of the Community Room is 150 persons. Under no circumstance shall the number of persons at an Event exceed the maximum capacity.
9. **Alterations/Decorations.** User shall not make any alterations to the Community Room without the written consent of the City Clerk. Alterations include items that are to be hung, glued, taped or in any other way affixed to the walls, ceiling, floor, windows or light fixtures of the Community Room. Free standing and table decorations are allowed. Open flame candles are not allowed. Electronic candles are allowed.
10. **Building Access.** The Community Room will be available for access at the time reserved and keys will be available at City Hall the day of the Event. User shall be responsible for providing access into the Community Room for decorators, caterers, musicians, or delivery people involved in the Event. User shall ensure that everyone is out of the building before leaving and is responsible for locking the Community Room following the Event and promptly returning keys to the City.
11. **Access by City.** User shall permit the City's officials, employees or agents to have access and to enter the Community Room at any time during the Event.
12. **Designated Area.** Only the area designated in the Community Room Rental Agreement may be used. All offices or other private areas are off limits.
13. **Clean UP.** User and members of the organization or group that the User represents are responsible for leaving the Community Room in as good or better a condition as found. In meeting this responsibility, the Clean Up & Closure Checklist must be followed and completed.
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 security guards be present at the Event.
16. **Minors.** If persons under age 18 will be present at the Event, there must be at least one adult present at all times during the Event.
17. **Admission Fee.** User may not charge an admission fee, sell tickets or solicit donations at the Community Room without the express written permission of the City.
18. **Smoking.** Smoking in the Community Room is prohibited at all times.
19. **Law/Ordinances.** 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 Room during any Event if the User or members of the organization or group the User represents violate any State laws or City ordinances. All fees shall be forfeited when an Event is terminated for this reason.
20. **Alcohol Policy.** The possession, serving, or sale of alcoholic beverages is not permitted in the Community Room except under special exceptions more fully set forth in the POLICY REGARDIING ALCOHOLIC BEVERAGES and INSURANCE set forth in the Rental Application. User must read and be familiar with this Policy which is incorporated by reference into these Rules and Regulations. Additionally:
 - The User must have adequate procedures in place to assure that no one under the age of 21 is served or sold alcohol and to assure that no one is served or sold alcohol in an amount to cause intoxication.
 - The serving or sale of alcohol must end at least one (1) hour prior to the end of the Event, but in no case later than 11:00 p.m.
21. **Insurance Requirements.** If alcoholic beverages are to be served or sold at the Event, the applicable insurance requirements set forth in the POLICY REGARDING ALCOHOLIC BEVERAGES and INSURANCE that is contained as part of the Community Room Rental Application, must be met.

In addition, the City, in its discretion, may require the User to obtain general liability insurance for any use of the City Hall Community Room and associated facilities. If general liability insurance is required, the following requirements apply:

- \$100,000.00 per occurrence minimum coverage.
- Insurance shall cover liability for injury, death and property damage.
- The insurance policy must be issued by an insurance company licensed to do business in Minnesota acceptable to the City.
- The City of Dassel 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 verifying existence and terms of any required general liability insurance coverages.

22. **Controlled Substances and Cannabinoid Products.** Use or consumption of any controlled substances or edible cannabinoids or cannabis products containing any level or percentage of Tetrahydrocannabinol (THC) in the City Hall Community Room or in any other areas of City Hall or on City Hall property is absolutely prohibited. Violation of this provision is grounds for immediate termination of the Event.
23. **Restricting Use.** The City Clerk shall have the authority, subject to appeal to the City Council, to prohibit or limit use of the Community Room by a particular User or for a particular Event based upon, but not limited to, factors such as 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 Room.
24. **Non-Discrimination.** The City does not deny access to or rental of the Community Room on the basis of race, religion, sex, creed, age, sexual orientation or national origin. Allowing any group to use the Community Room does not imply endorsement by the City of that group's views.
25. **Accidents/Damage.** Any accidents or damage to the Community Room must be reported to the City Clerk within 12 hours following the Event.
26. **Personal Property.** The City will not be responsible for any loss, theft, damage, or injury to personal property belonging to the User or to the members of the organization or group the User represents or to the User's guests or invitees. See the Indemnification and Hold Harmless provisions contained in the Community Room Rental Agreement.

[Title]

Submit this Application to the City Clerk at least 20 days prior to the event, or if alcohol is to be served or sold, submit the Application at least 30 days prior to the Event.

Before completing this Application, Applicant must read and be familiar with the Dassel City Hall Community Room Rental Agreement and the Community Room Rules and Regulations.

Please complete all items below. Incomplete applications will not be processed.

DATE AND TIME OF RENTAL

Day of Rental: _____ Rental Hours: _____ [am][pm] to _____ [am][pm]

NOTE: "Rental Hours" must include time needed for set up and clean up.

APPLICANT INFORMATION

Individual Information

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: (Home) _____ (Work) _____ (Cell) _____

Corporation/Organization/Group Information

Name of Organization or Nature of Group: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: (Home) _____ (Work) _____ (Cell) _____

EVENT INFORMATION

Describe Event and activities including any entertainment: _____

Estimated attendance: _____ Estimated number of minors attending: _____

Will food be served? YES NO

Will alcohol be served at no charge? YES NO Will alcohol be sold? YES NO

IF ALCOHOL IS TO BE SERVED OR SOLD, APPLICANT/USER MUST COMPLY WITH ALL ALCOHOL LICENSING REQUIREMENTS

This application along with the deposit must be submitted in order to secure the reservation.

Applicants who will be *Serving or selling Alcoholic Beverages* must include additional information on the section titled *Policy Regarding Alcoholic Beverages and Insurance* set forth on the following pages 3 and 4, then sign as Applicant, and submit this Application a minimum of 30 days before the Event.

POLICY REGARDING ALCOHOLIC BEVERAGES and INSURANCE.

For the purpose of this Policy, the term “Alcoholic Beverages” includes liquor, wine, beer, malt liquor, or any other beverage containing greater than 0.5% alc/vol.

Will Alcoholic Beverages be served, sold, or consumed at this event?

Yes
No

If the answer to this question is **YES**, then Applicant/User must read, be familiar with, and comply with the terms and conditions set forth in this Policy.

Serving, selling, and Consuming Alcoholic Beverages. Pursuant to the Dassel City Code, and subject to certain exceptions noted hereafter, the serving, selling, or consuming of Alcoholic Beverages by unlicensed individuals or groups is prohibited in the Dassel City Hall Community Room or on the premises thereof.

Exception # 1. Alcoholic Beverages may be served or sold in the Community Room by a licensed liquor caterer if all licenses, liability insurance and other considerations are provided by the caterer in accordance with Dassel City Code and Minnesota state statutes. The caterer must provide the City with a certificate of insurance showing the caterer has a minimum of \$1,000,000.00 per occurrence in liquor liability insurance. **The City of Dassel must be listed as an additional insured.** These documents must be on file with the Dassel City Clerk’s Office at least 30 days before the Event.

Exception # 2. Alcoholic Beverages may be served (**but not sold**) by other than a licensed liquor caterer if the Applicant provides the City with a certificate of insurance showing proof of liability insurance with host liquor coverage through a homeowner’s liability insurance policy or commercial general liability insurance in the minimum amount of \$1,000,000.00 per occurrence. **The City of Dassel must be listed as an additional insured.** These documents must be on file with the Dassel City clerk’s office at least 30 days before the Event.

Liability insurance may also be available through the League of Minnesota Cities’ GatherGuard program. See attached flyer for additional information. LMC website: <https://www.lmc.org/wp-content/uploads/documents/GatherGuard-Event-Liability-Insurance.pdf>.

Consumption of Individually Provided Alcoholic Beverages. Arrangements by which attendees bring or are invited to bring their own Alcoholic Beverages for consumption, commonly referred to as “BYOB” (Bring Your Own Bottle), are strictly prohibited in the Community Center and on the premises thereof.

Security. The City of Dassel reserves the right to require the use of security, at the expense of the Applicant/User, at any Event where Alcoholic Beverages are served or sold, or at any event where the City Clerk determines it is appropriate.

Failure to comply with this Policy or with the guidelines or rules established by the City Council regulating the use of public facilities could be cause for immediate ejection from the facility and/or the forfeiture of future use privileges.

Applicant Shall Complete the Following:

The serving or selling of Alcoholic Beverages at this Event will be in accordance with which of the two Exceptions listed above?

Exception 1	<input type="checkbox"/>
Exception 2	<input type="checkbox"/>

If Exception # 1 is applicable to this Event, provide the name and contact information for the Alcoholic Beverage caterer: _____

Copy of License Required Showing City is Included as an Additional Insured

If Exception # 2 is applicable to this Event, provide the contact information for the individual who will be serving the Alcoholic Beverages:

Copy of Certificate of Insurance Required (Homeowners or Commercial Liability Insurance including host liquor coverage and listing City as an Additional Insured)

Applicant verifies that he/she has read and fully understands the Policy Regarding Alcoholic Beverages and Insurance set forth above, and agrees to comply with the terms and conditions thereof.

Applicant's Signature

Date

Applicant verifies that he/she has read and fully understands the **City of Dassel, Minnesota City Hall Community Room Rental Agreement** and the **City Hall Community Room Rules and Regulations**, and agrees to comply with the terms and conditions thereof.

Signature of Applicant

Date

A Security/Damage/Cleaning deposit of \$300.00 must accompany this application for Events without alcohol. A security deposit of \$500.00 is required if alcohol will be served or sold. The security deposit may be paid by cash or check. Checks should be made out to the "City of Dassel." If the check is dishonored, your Event will be cancelled by the City. See City Hall Community Room Rules and Regulations for more information concerning the security deposit.

FOR CITY USE ONLY

Security deposit received: \$_____

Application Approved YES NO

Security deposit returned: \$_____

Date Returned: _____

City of Dassel, Minnesota City Hall Community Room Rental Agreement

This Community Room Rental Agreement (the “Agreement”) is made between the City of Dassel, Minnesota (the “City”) and _____ (the “User”), (collectively, the “Parties”).

WHEREAS, the City owns the City Hall building at 460 Third Street N., Dassel, MN., including a Community Room located therein, and occasionally rents out the Community Room to individuals, corporations, or groups;

WHEREAS, the User has submitted a City Hall Community Room Rental Application (the “Application”) to the City for:

_____ (the “Event”); and

WHEREAS, the User’s Application has been approved by the City; and

WHEREAS, the City has adopted the **City Hall Community Room Rules and Regulations** (the “Rules and Regulations”) which are attached to this Agreement and incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the Parties agree as follows:

1. **Community Room.** The City hereby rents its Community Room to User. This Agreement [does][does not] include use of the Community Room kitchen. Any offices or private areas of the Community Room may not be used.
2. **Term.** User shall be entitled to use the Community Room for the Event from _____ [am][pm] on, _____ until _____ [am][pm] on _____. This time period includes the time necessary for set up and clean up.
3. **Rental Fees.** Based upon ¶ 4 of the attached Rules and Regulations, User agrees to pay the City the sum of \$_____ for using the Community Room for the above Event. The Rental Fee if applicable is due 10 days prior to the Event, or on the date of this Agreement if less than 10 days remain prior to the Event. If the Event is cancelled, the rental fee paid will be returned to User, less the amount the City is entitled to retain under the terms of the Rules and Regulations.
4. **Security Deposit.** The Applicant/User paid a security deposit of \$_____ with the Application. The security deposit will be returned or adjusted as appropriate under ¶3 of the Rules and Regulations.

5. **Service of Food.** The City [does][does not] authorize food to be served at the Event in the Community Room as described in the Application. If the City authorizes service of food, User must comply fully with the terms and conditions of the Dassel City Hall Community Room Kitchen Use Policy and Waiver, and must execute a copy thereof.
6. **Alcoholic Beverages.** The City reserves the right to prohibit the serving or selling of alcoholic beverages in the Community Room. For this Event, alcoholic beverages [will][will not] be served; Alcoholic beverages [will] [will not] be sold at the Event. If alcohol will be served or sold, User agrees to fully comply with all applicable liquor licensing requirements as well as the terms and conditions of the POLICY REGARDING ALCOHOLIC BEVERAGES and INSURANCE which is set forth in the City Hall Community Room Rental Application and executed by Applicant. An additional copy of that POLICY is attached hereto and fully incorporated into this Rental Agreement. The serving or sale of any alcoholic beverage at this Event is further subject to ¶ 20 and ¶ 21 of the Rules and Regulations.
7. **Entertainment.** The City [does] [does not] authorize entertainment to be provided as described in the Application.
8. **General Liability Insurance.** The User [is] [is not] required to obtain general liability insurance for the Event. If insurance is required, User agrees to obtain at least the minimum general liability coverage set forth in ¶ 21 of the Rules and Regulations. The User agrees to provide applicable certificate(s) of insurance to the City showing the required coverages at least seven (7) days prior to the Event and naming the City as an Additional Insured.
9. **Property Damage/Missing Items.** The User agrees to pay the City for any physical damage to the Community Room or its contents during or as a result of the Event. The User also agrees to replace or pay the cost of replacement for any missing items.
10. **Indemnification.** The User shall defend, indemnify and hold harmless the City and its officials, employees and agents from any liabilities, judgments, losses, costs or charges (including attorneys' fees) incurred by the City or any of its officials, employees or agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with the use of the Community Room by the User or by the User's guests or invitees, except to the extent caused by the sole negligence, gross negligence or willful misconduct of the City or its officers, employees or agents.
11. **Waiver and Assumption of Risk.** The User knows, understands and acknowledges the risks and hazards associated with using the Community Room and hereby assumes any and all risks and hazards associated therewith. User hereby irrevocably waives any and all claims against the City or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the User or guests or invitees to the Event, or any member of the group represented by the User, as a result of using the Community Room, and hereby irrevocably releases and discharges the City and any of its officials, employees or agents from any and all claims of liability.

12. **Rules and Regulations.** The User hereby certifies that he/she has read the attached City Hall Community Room Rules and Regulations, and agrees to be bound by these Rules and Regulations. The User shall be responsible for ensuring compliance with the Rules and Regulations by members of the corporation, organization or group the User represents including all guests or invitees to the Event.

13. **General Provisions.**

- A. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous inconsistent representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
- B. **Amendments.** Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
- C. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- D. **Captions.** Section headings contained in this Agreement are included for convenience only and form no part of the Agreement between the Parties.
- E. **Waiver.** The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- F. **Savings Clause.** If a court finds any portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the Parties caused this Agreement to be approved on the dates below.

By signing this agreement, I declare that I have read, understand and agree to all of the terms and conditions of this Agreement and I and the corporation, organization or group I represent agree to be bound by its terms.

_____ Date: _____
User/Authorized Agent or Representative
of User

The City Council of Dassel, Minnesota duly approved this Agreement on the 19th day of December, 2022.

By: RD Hungerford Its Mayor and By: Leeri Rose Its City Clerk

Dassel City Hall Community Room Kitchen Use Policy and Waiver

1. Public food service from of the Community Room kitchen must be **catered only**. No food preparation is allowed.
2. When using the services of a licensed caterer, a copy of the caterer's license shall be provided.
3. The bringing in of food is allowed as long as there is no preparation of food within the kitchen area. The City of Dassel is not responsible for any issues of health related to this service. On behalf of myself as User and the organization or Group I represent, I/we do hereby **waive** any claim against the City of Dassel for any issues involving health or safety by undertaking food service within the facility during the Event and agree to be financially responsible for any fines or penalties that may be imposed upon the City of Dassel resulting from any violation of this Kitchen Use Policy. Upon signing this agreement, as User and the organization or Group I represent I/we do hereby **waive** any claim against the City of Dassel for any issues involving health or safety issues by undertaking food service within the facility during the event.
4. The City of Dassel will not be liable for any health-related problems due to food served in this facility.

I have read and understand the terms of this Dassel City Hall Community Room Kitchen Use Policy and Waiver.

User's Signature

Date

Clean Up & Closure Checklist

Following an Event in the Dassel City Hall Community Room the Community Room is to be returned to the same condition existing prior to the Event. The User and members of the organization or group involved in the Event are responsible for cleanup and closure activities. In doing so they may utilize City provided cleaning supplies. The cleanup and closure activities include the following (check line when completed):

- 1. Clean kitchen area thoroughly. Hot water, soap and cloths are provided under the sink.
 - a. Clean sinks and counter tops.
 - b. Remove all personal items, including leftovers.
 - c. Clean and store all City provided utensils and appliances.
 - d. Turn off oven and stove.
- 2. Sweep all areas used; mop areas where spills have occurred.
- 3. Put tables and chairs back where they were initially located.
- 4. Clean all tables that have been used.
- 5. Remove all decorations.
- 6. Empty all trash receptacles and dispose of all garbage in the dumpster located outside behind City Hall.
- 7. Check bathrooms for cleanliness.
- 8. Leave thermostats as initially set. **Do not attempt to adjust.**
- 9. Turn off any audio video equipment used and return to its initial location.
- 10. Turn off all lights.
- 11. Lock all doors and verify that all windows are closed.
- 12. Return keys to the City Clerk or as otherwise instructed by the City Clerk.
- 13. Report any damage of facilities or loss of equipment to City Clerk within 12. hours.