

**City of Rushford Village, Minnesota
Community Center Rules and Regulation**

Approved 4/18/2023

The City of Rushford Village, 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 14 days prior to the Event. If User intends to allow alcohol at the event, the Application must be submitted 30 days prior to 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.** A security deposit of \$100.00 must accompany the Application. The deposit will be returned or check shredded 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, the deposit will be returned to the User, or otherwise destroyed, within seven (7) days after the Event if there is no damage to the Community Center or its contents. 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. Additionally, the City may withhold a portion or all of the deposit if the User otherwise violates the Community Center Rules and Regulations, including the alcohol policy.
4. **Rental Fee.** The City charges the following rental fees for use of the Community Center:
 - a. Half Day – Morning or Afternoon: \$50.00 (limit five (5) hours)
 - b. Full Day: \$100.00
 - c. Video Equipment Use: \$15.00 and an additional \$25.00 for Security Deposit.

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.

All rentals must conclude no later than 9:00 p.m.

The rent is due at the time the Application is submitted. If the User remains in the Community Center past the ending time stated in the Agreement, the City may charge additional rent.

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. Food for all Events must be brought in prepared and ready to serve. The kitchen is a staging kitchen only. Any caterer must be approved by the Minnesota Department of Health and must have and maintain all appropriate licenses.
7. **Cancellation/Refund Policy.** Renter may cancel their application/rental agreement by giving 30 days written notice to the City Clerk. The application rental fee shall be refundable only if written notice of cancellation is received 30 days prior to the Event. If notice is received by the City Clerk 29 days or fewer before the date of the Event, any refund will be determined by the City Council. 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.
8. **Maximum Capacity.** The maximum capacity of the Community Center is 99 persons. 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, nailed, tacked, stapled 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 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. Any offices or other private areas are off limits.
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 broom swept. All garbage must be removed from the Community Center and placed in the dumpster behind the Community Center. Outside trash must be cleaned up and placed in the dumpster behind 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 security guards be present at the Event.
16. **Minors.** The User shall provide competent adult supervision for the entire time that User, and its guests and invitees, is in the building or on the surrounding grounds.

17. **Admission Fee.** The User may not charge an admission fee, sell tickets, or solicit donations at the Community Center without the express written permission of the City.
18. **Smoking.** Smoking in the Community Center is prohibited at all times.
19. **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 use of alcoholic beverages is permitted in the Community Center only under the following conditions:
 - a. Sale of alcohol is prohibited;
 - b. Alcohol use is limited to beer, wine and champagne. Kegs are not allowed;
 - c. The User must have adequate procedures in place to ensure that no one under the age of 21 is served alcohol;
 - d. The use of alcohol must cease at least thirty (30) minutes prior to the end of the Event;
 - e. Consumption of alcohol must cease at the conclusion of the Event;
 - f. “Bring Your Own Bottle” functions are prohibited.
 - g. The User shall be responsible for ensuring that their guests and invitees adhere to this requirement.
21. **Insurance Requirements.** The City, in its discretion, may require the User to obtain liability insurance for any Event. If liability insurance is required, the following requirements apply:
 - a. \$1,000,000 minimum coverage;
 - b. Insurance shall cover liability for injury, death, and property damage including coverage for alcohol related claims.
 - c. If alcohol is being served or consumed, the User shall have “Host” liability insurance.
 - d. The insurance policy must be issued through the League of Minnesota Cities GatherGuard Insurance. Information for this insurance is available at City Hall.
 - e. The City must be named as an “Additional Insured” on the policy.
 - f. 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 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 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, age, marital status, economic status, disability, or national origin. Allowing any group to use the Community Center does not imply endorsement of a group’s views by the City. Activities and Events sponsored by individuals, agencies, organizations, or groups shall not discriminate contrary to the laws of the State of Minnesota and, without limitation, shall not discriminate against any person on

the basis of race, religion, sex, creed, age, sexual orientation, age, marital status, economic status, disability, or national origin

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.
26. **No Gambling.** User shall not allow gambling at the Event or in the Community Center. Gambling of any nature is strictly prohibited.
27. **No Candles.** User shall not allow the use of candles at the Event or in the Community Center. Candles are strictly prohibited.