

City of Vesta, Minnesota  
Community Center Rules and Regulation Agreement

The City of Vesta, 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 7 days prior to the Event. Applications will be accepted during the City’s regular business hours and online.
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 if no alcohol will be served at the Event. A security deposit of \$ 100.00 must accompany the Application if alcohol will be served at the Event. The deposit will be returned if the Application is denied. The City reserves the right to cancel any event at any time. If the Application is approved, the deposit will be returned to the User within Three (3) business 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.
4. Rental Fee. The City charges the following rental fees for use of the Community Center:  
**Per 24 hour period \$ 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 and cleanup 1 day after the Event.  
  
The rent is due at least 7 days prior to the Event, or on the date of the Agreement if less than 7 days remain prior the Event. 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. 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, the deposit will be forfeited. 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 Three (3) business days of the cancellation date.
8. Maximum Capacity. The maximum capacity of the Community Center is 330 persons, standing or sitting and 154 persons with tables. 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 a code for entry will be provided at least 7 days prior to 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. The User is responsible for getting their access code from the City Clerk's Office during office hours.
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 swept and mopped. Cleaning supplies are in the janitorial closet. The User must empty all garbage's into the dumpster behind the Community Center. Bathrooms must be wiped down and cleaned, swept and mopped, Entry Carpet Vacuumed, No items shall be left behind.
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 for every 6 minors.

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, County of Redwood 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, County 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 liability policy must be obtained prior to the Event if alcohol is served, sold or given away. A copy of such policy is required to be provided to the city at least 7 days prior to the event. The City must be named as an “Additional Insured” on the policy.
  - 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 thirty minutes (30) prior to the end of the Event.
  - Any business that is serving or selling must hold the proper state licensure as required by MN State law, Including a Liquor Liability Policy.
21. Insurance Requirements. The City, in its discretion, may require the User to obtain liability insurance for any. 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 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 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.
26. Temperature control. You may adjust the thermostat in the hall to a comfortable setting for your event. However the thermostat should never be set below 70 Degrees in the summer and returned to 74 upon your departure and in the winter never set below 55 degrees and never above 83 and should be returned to 60 upon your departure.

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 condition of this Agreement.

\_\_\_\_\_ Date: \_\_\_\_\_  
User

The City Clerk of Vesta, Minnesota duly approved this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
City Clerk