



City of Osseo
415 Central Avenue
Osseo, Minnesota 55369
Phone: 763-425-2624 Fax: 763-425-1111
Website: www.DiscoverOsseo.com

**RENTAL POLICY & APPLICATION FOR USE OF
OSSEO COMMUNITY CENTER
(AND AGREEMENT FOR ASSUMPTION OF RESPONSIBILITY AND
WAIVER OF LIABILITY)**

On behalf of the below named organization, group, or individual, the undersigned does hereby request that the Osseo Community Center (facility) be reserved for its use for the dates and purpose as stated. On behalf of the below named organization, group, or individual, I agree to all of the following terms and conditions together with all other written rules and policies adopted by the City which govern the use of the Osseo Community Center.

1. After use of the facility it shall be cleaned as provided by the general rules and regulations pertaining to the use and rental of the Community Center adopted by the City Council and attached.
2. If clean-up work is not satisfactorily completed, the City shall have the facility cleaned and the undersigned agrees to pay for the charges of this cleanup.
3. No alcoholic beverages shall be allowed in the facility EXCEPT for an event that is through an Osseo Exclusive Caterer licensed to serve alcohol.
4. The undersigned is familiar with the Community Center and that the facility is in good and clean condition, that it is safe to be used for the purposes set forth above, and that the undersigned will not allow any activity to be conducted during the time which it uses the facility which will or could lead to damage to personal property or personal injury to any person whatsoever.
5. The undersigned agrees that it shall be totally responsible for all loss or damage or claims made by any person or any party that concerns use of the facility during the time the undersigned is using the Community Center. The City shall not be responsible for any loss or damage or claims made by any person or party, it being understood that the sole and complete responsibility for use of the premises lies with the undersigned in case such claims are made. If claims are made against the City, the undersigned, for himself or herself and on behalf of the organization or group the undersigned represents, agrees to defend the City, its officers, council members, employees, and agents against all claims made. Further, the undersigned, for himself or herself and on behalf of the organization or group the undersigned represents, agrees to indemnify and hold the City, its officers, council members, employees, and agents harmless from and against any and all claims and liabilities, including attorneys' fees, as to any claims for damages or loss which arise or are related to the use of the facility by the undersigned or the organization or group the undersigned represents, whether occurring on the premise or off-premise, including but not limited to accidental falls, discrimination, rights, etc. If the undersigned does not defend, indemnify, and hold the City harmless pursuant to the provisions of this Agreement, then the City may institute an action against the undersigned and all persons using the premises for recovery of all expenses and costs incurred by the City due to the failure to defend, indemnify, and hold the City harmless pursuant to the provisions of this paragraph.
6. The undersigned further agrees that if the signature of the undersigned is for and on behalf of an organization or group, that the organization or group has expressly authorized the undersigned to make this agreement on behalf of the organization or group and that the organization or group shall be bound by the undersigned's signature. The City may request that the undersigned furnish a certified copy of the resolution of the organization or association authorizing the undersigned to apply for use of the Community Center if, in its discretion, it determines necessary. Alternatively, the City may require all members of the organization or association or all of its officers or directors or members as it shall determine to sign this Agreement or an addendum to this Agreement to further document this request and agreement to use the facility in the manner provided herein. If the organization or association requesting use of the facility is not incorporated, by signing this request and Agreement, the undersigned understands and agrees that all organization members or members of the group are or could be liable for use of the facility and that all members bear responsibility legally if the facility is not used properly and is not used in accordance with the terms of this request and agreement.
7. The undersigned understands and agrees that the use of the Community Center is subject to the payment of all fees and deposits as required by the City and that the undersigned will be responsible for the payment of all such fees and deposits as required when due.
8. The rental fee and all deposits, payable to the City of Osseo, shall accompany this application. The undersigned understands this application/request is subject to approval by the City. If the request is approved, this request shall become

a binding agreement between the undersigned and the City of Osseo. If this request is not approved, all fees and deposits shall be refunded.

**GENERAL POLICY GUIDELINES REGULATING THE USE OF THE
CITY OF OSSEO COMMUNITY CENTER FOR MEETINGS AND OTHER PURPOSES
(Revised August 1, 2011)**

1. GENERAL

The City has a Community Center (Community Rooms A and B) which is intended to serve the general public by providing a facility conducive to the conduct of public business. Since public funds made these facilities possible, the general public is encouraged to use these spaces under the guidelines set forth herein. (The Council Chambers and Fire Department Meeting Room are generally not available for use for public gatherings and are made available only upon special consent of the City Administrator and/or the Fire Chief.) The following guidelines are official City Policy designed to promote orderly and appropriate use of these public facilities.

2. WHO MAY USE THE COMMUNITY CENTER

Designated portions of the Community Center shall be generally available for use by area civic, charitable or non-profit organizations, and for public and private meetings. They may also be used, subject to availability, for private parties and exhibitions. They shall not be used for private ceremonies or for private profit-making activities or any other activity not consistent with the general purpose of the building or these policies.

Routine use (weekly or bi-weekly) shall not be allowed on weekends, and only during the week with specific approval by the City Administrator.

Use by political groups or for special events shall require specific approval by the City Administrator.

3. AVAILABILITY AND PRIORITY

The Community Center shall, in general, be available from 7:30 a.m. to 12:00 midnight. Music and serving of food or beverages shall end at 12:00 midnight and the building vacated by 12:30 a.m. Community Room A is reserved by the Senior Citizens Center and NOT available on Tuesdays and Thursdays from 8 a.m. to 5 p.m.

NOTE: Any weekday (Monday 8:00 a.m. through Friday 12:00 noon) reservation is handled directly by City staff at (763) 425-2624.

Any weekend (Friday 12:00 noon through Sunday 12:00 midnight) reservation is handled through the Osseo Exclusive Caterer: Maple Tavern, contact Laura Miron at (763) 267-2937 Tuesday through Friday, 10 a.m. to 6 p.m., or email Laura at banquet@mapletavern.com. The website for Maple Tavern is www.mapletavern.com.

The City Council, Economic Development Authority, City boards and commissions, or other organizations recognized by the City shall have priority in the use of the Community Center. Groups or organizations that receive permission for regularly scheduled meetings shall have second priority.

The City reserves the right to cancel any reserved meeting or event, without any cost to the City, if it becomes necessary in an emergency to schedule a special governmental associated meeting or event.

4. APPLICATION FOR USE

Private groups or organizations desiring to use the Community Center must complete an application and submit it to the City. The application shall be completed once annually for organizations using the facilities periodically during the year. The application shall be submitted at least two weeks prior to the date for which the reservation is requested. The request will be reviewed in light of these guidelines and the availability of the facilities. The person designated by the City to be in charge of reservations for the facility shall advise the person representing the requesting group or organization of the status of its request as soon as possible. Usage requests are not approved until the person designated by the City has so advised the requesting organization through its applicant/representative.

5. PROCEDURES FOR APPLYING

- a) Requests for use or rental of the Community Center will be handled on a first-come, first-served basis, subject to designated priorities.

- b) Application forms may be obtained from the City offices during regular business hours, requested by mail, or are online.
- c) Application forms shall be fully completed by the individual representing the requesting group or organization and returned to the City at least two weeks prior to the requested date. Reservations shall not be complete until the person designated by the City has signed the application and informed the applicant of its status. The rental fee and deposits must accompany the signed application and rental agreement, and be from the same individual. The individual applying for the reservation shall be considered the applicant. Legal proof of non-profit status must be provided at application time.
- d) The City Council may waive any fee if the applicant has performed a commensurate service to the City.
- e) The applicant shall contact the City offices in advance to arrange for pick up a key for entrance into the Community Center. Weekend access shall be through the Osseo Exclusive Caterer. City Hall does have summer hours in June, July, and August (Friday closing at 11:30 a.m.).
- f) For advance facility bookings, reservations may be accepted up to 18 months in advance for residents/Osseo businesses/resident groups, and up to 12 months in advance for non-residents/non-Osseo businesses/non-resident groups.

6. SMOKING, GAMBLING, ALCOHOL USE AND SECURITY

No smoking shall be allowed in the Community Center. No gambling of any kind shall be allowed except lawful "bingo" games sponsored by licensed local non-profit organizations. No alcohol shall be allowed in the Community Center EXCEPT for an event that is through the Osseo Exclusive Caterer. All beverages (alcohol or not) can be served and consumed in the Community Center banquet room and outside patio areas only. No beverages are allowed in the Community Center hallway/lobby area or in the Bandshell Park or in any other outside areas.

Any event at which alcohol is served requires hiring a licensed security company that must be present at all times that alcohol is being served in the Community Center. The Caterer will cover any and all fees associated with the licensed security measures.

It is the responsibility of the Caterer to clean up anything relating to their dispensing of beverages or serving of food, wipe down all tables, counters, and ledges. Clean up of the outdoor patio area and/or Bandshell Park must be done by the Caterer. At the City's discretion, if cleaning has not been properly completed the deposit fee will not be returned to the Caterer.

7. SPECIAL RULES AND REGULATIONS

The City Council may adopt special rules and regulations pertaining to the specific uses of the Community Center, and such rules and regulations shall be effective upon adoption. The Council shall also adopt a fee schedule for the rental of the Community Center. The general policies, rules and regulations, and the fee schedule shall be available to the public and a copy given to all rental applicants.

8. LIABILITY

The City of Osseo or any of its employees or agents shall not be liable in any manner for any claims, injuries, or damages of whatever nature incurred by any person using the Community Center due to the negligence or action of any party other than the City of Osseo, its employees, or agents.

**RULES AND REGULATIONS PERTAINING TO RENTAL
AND USE OF THE OSSEO COMMUNITY CENTER**

- 1. Osseo Community Center and City Hall are smoke free facilities. Smoking is prohibited in all areas. No open flame candles may be used.
- 2. Alcohol is not allowed in this facility EXCEPT for an event that is through an Osseo Exclusive Caterer licensed to serve alcohol.
- 3. Any meeting coming within the purview of the Minnesota "Open Meeting Law" shall conform to all requirements of the Open Meeting Law.
- 4. The City shall not be liable for any loss, damage, injury, or illness incurred by any user of the facility.

5. Food and beverages are allowed as long as the premises are cleaned up pursuant to these rules. The kitchen in Community Room A is not a licensed commercial kitchen nor can it be used as such. (Kitchen use is only available with rental of Community Room A.) Preparation and storage of food within the kitchen is NOT permissible. The applicant is responsible for furnishing all serving needs (plates, silverware, utensils, serving dishes, etc.) Applicant shall provide containers for leftovers. All food, beverages, and serving needs must be removed immediately following an event. ALL GARBAGE MUST BE REMOVED FROM THE PREMISES AND DISPOSED OF BY APPLICANT.
6. RED BEVERAGES ARE PROHIBITED; this includes punches and red juices but excludes red wine and wine coolers (allowed only at catered events).
7. All Caterers must be licensed by the state or county and provide a copy of their current Catering license to the City prior to the event. If the Exclusive Caterer is serving alcohol, all rules and regulations per the Agreement for Catering Service must be followed.
8. No rice, birdseed, or confetti shall be used.
9. No decorations, banners, signs, etc., shall be attached to any walls. No tape or tacks shall be used.
10. Your activity must be confined to the room(s) you have rented. The lobby area is not available for meeting use or for play.
11. Upon completion of the event, the Community Center shall be cleaned as follows:
 - a. Any equipment, supplies, or special items brought by the applicant shall be removed.
 - b. All paper, garbage, trash, debris, etc., shall be collected and disposed of properly. Garbage shall be bagged and removed from the premises.
 - c. Coffee grounds shall be placed in the garbage, not in sinks.
 - d. All items on the counter shall be returned to an orderly condition and all counter tops shall be cleaned. Sinks shall be rinsed and all spills shall be cleaned.
 - e. Tables and chairs shall be wiped off to remove all food and spills.
 - f. Tables and chairs shall be returned to their proper location.
 - g. All floors shall be swept and mopped where necessary. Carpets shall be vacuumed if necessary. Cleaning equipment and supplies are located in the hallway janitor closet.
 - h. Exterior doors shall be unlocked during the meeting or event. These doors shall be locked at the end of the meeting or event and light switches turned off.
 - i. Keys shall be returned to the City offices the next business day or deposited in city drop boxes at either front or rear of City Hall.
 - j. Bathrooms must be cleared of paper debris from the counters and floors.
12. The hours of use designated on the application form shall be adhered to.
13. The person signing the application is deemed to be the representative of the group or organization using the Community Center and shall be responsible for compliance with all rules and regulations pertaining to the use of the Center.
14. An applicant to rent or reserve use of the Community Center must be a person 18 years of age or older.
15. There shall be no subletting or assignment of reservations.
16. A resident of Osseo cannot reserve the facility for non-residents.
17. Failure to conform to any policies or rules for use of the Community Center shall be cause for forfeiture of future use privileges, as well as forfeiture of any deposits.
18. Do not open windows or prop open outside doors. The heating and air conditioning system will not work efficiently if outside air is allowed to enter the building.
19. The applicant consents to police entry into the facility and monitoring of applicant's use of the facility at any time during applicant's use of the facility. No warrant shall be required for police entry and search of the facility, and no probable cause shall be required for police entry and search of the facility. The applicant waives any claim to have a reasonable expectation of privacy in applicant's use of the facility.

FEE SCHEDULE FOR USE AND RENTAL OF OSSEO COMMUNITY CENTER

WEEKDAYS (MONDAY 8:00 AM-FRIDAY 12 NOON)	
RESIDENTS, OSSEO BUSINESSES	\$25 per one half day for either Community Room A or B; \$50 per one half day for use of <u>both</u> Room A and Room B.
NON-RESIDENTS, NON-OSSEO BUSINESSES	\$75 per one half day for Community Room A or B; \$150 per one half day for use of <u>both</u> Room A and Room B.
NON-PROFIT ORGANIZATIONS BASED IN OSSEO (NON FUNDRAISING EVENT)	Any event directly related to the administration of the City government, any Osseo based non-profit group, civic or community group shall be able to use the Community Rooms at no charge. Decisions regarding this and other categories shall be made at the discretion of the City Administrator.
NON-PROFIT ORGANIZATIONS BASED IN OSSEO (for FUNDRAISING EVENTS)	\$25 per one half day for Community Room A or B; \$50 per one half day for use of <u>both</u> Room A and Room B.
NON-PROFIT ORGANIZATIONS BASED OUTSIDE OF OSSEO (NON FUNDRAISING EVENT)	\$25 per one half day for Community Room A or B; \$50 per one half day for use of <u>both</u> Room A and Room B.
NON-PROFIT ORGANIZATIONS BASED OUTSIDE OF OSSEO (for FUNDRAISING EVENTS)	\$50 per one half day for Community Room A or B; \$100 per one half day for use of <u>both</u> Room A and Room B.
NOTE: ONE HALF DAY IS CONSIDERED UP TO FOUR (4) HOURS OF USE.	
<p>A. RENTAL FEE – The rental fee and all deposits must accompany the signed application. The rental fee and deposits will be returned if the room becomes unavailable and the reservation is cancelled by the City of Osseo. No physical use of the facility shall be allowed under any circumstances unless all fees and deposits have been paid in full.</p>	
<p>B. DAMAGE AND CLEANUP DEPOSIT - In addition to the rental fee, a damage and cleanup deposit of \$250 shall be required. This shall be refunded within three weeks after the event, subject to any deductions. Examples of causes that would result in withholding return of damage deposit include: if any damage to the facility or contents is done, if items owned by the facility are broken or lost, if cleaning costs are incurred, if the fire alarm system is activated unnecessarily, if the facility is not vacated at the time indicated on the application, and/or if all tables and chairs are not returned to their proper locations. If applicant's use of the facility results in any public employee being required to respond to the facility for any cause attributable to applicant's use of the facility, and if the City incurs overtime wage expense for that employee's response, then the cost of such overtime wage expense shall be deducted by the City from the applicant's deposit. The applicant shall be responsible for any and all expenses that exceed the deposit.</p>	
<p>C. SET UP FEE - If the applicant requests the City to set up tables and chairs for the meeting or event, a charge of \$50 per room will be required</p>	
<p>D. KEY DEPOSIT - If a key is needed, a deposit of \$25 per key is required.</p>	
<p>E. SPECIAL FEES - The City Council may set special fees or vary or waive fees for special conditions or circumstances, including where the applicant has performed a commensurate service to the City.</p>	
<p>F. ADMINISTRATION – All decisions, determinations, and interpretations of the policy guidelines and rental rates shall be handled at the discretion of and by the City Administrator or designee.</p>	

WEEKENDS (FRIDAY 12 NOON-SUNDAY 12 MIDNIGHT)

****Available ONLY through Osseo Exclusive Caterer (Maple Tavern Restaurant & Banquet Hall in Maple Grove, contact Laura Miron at (763) 267-2937 Tuesday-Friday 10 a.m.-6 p.m., or by email at banquet@mapletavern.com. Maple Tavern website is www.mapletavern.com).**

A. **RENTAL FEE, DAMAGE AND CLEANUP DEPOSIT** are outlined in signed Agreement for Catering Services (fees per Exhibit A or agreed upon with Caterer). Caterer agrees to abide by all other pertinent rules and regulations in this Rental Policy & Application for Use of Osseo Community Center (and Agreement for Assumption of Responsibility and Waiver of Liability)

B. **SPECIAL FEES** – The City Council may set special fees or vary or waive fees for special conditions or circumstances, including where the applicant has performed a commensurate service to the City.

C. **ADMINISTRATION** – All decision, determinations, and interpretations of the policy guidelines and rental rates shall be handled at the discretion of and by the City Administrator or designee.

EQUIPMENT AVAILABLE FOR USE IN THE OSSEO COMMUNITY CENTER

12 (48") round tables (each table seats a maximum of 6 people)

8 (30"x72") rectangle tables for seating or serving (each table seats a maximum of 6 people)

140 chairs

APPLICATION FOR USE AND RENTAL OF OSSEO COMMUNITY CENTER

Applicant/Contact Person: _____

Address: _____

Phone# (Day and Evening) _____

Organization/Business if different from Applicant: _____

Mailing Address: _____

Room(s) Desired: Community Room A _____
Community Room B _____ Both _____

Use: €Weekday €Weekend Date(s) of: _____

Time of Use: From: _____ am/pm to: _____ am/pm

Purpose of Meeting/Event: _____

Number of Participants: _____

Fee charged or donations solicited from participants? Yes _____ No _____ If so, how much: _____

Will food or refreshments be served? Yes _____ No _____ What type: _____

Caterer's Name (if applicable): _____

Address: _____

Phone#: _____

I HAVE READ AND AGREE TO THE CONDITIONS OF THE ATTACHED CONTRACT. I UNDERSTAND THAT THE CITY OF OSSEO MAY CANCEL ANY RESERVED MEETING OR EVENT.

Date: _____

Name of organization, group, individual or Exclusive Caterer

Signature of applicant

This application/request approved/rejected by: Date _____ By _____

Rental fees due for event: _____

Rental fees received on: Date _____ Amount _____ Check# _____

Damage and cleanup deposit received on: Date _____ Amount _____ Check# _____

Set up fee received on: Date _____ Amount _____ Check# _____

Key deposit received on: Date _____ Amount _____ Check# _____

Deposit(s) returned to applicant on: Date _____ Amount _____ By _____

Please return this application to **Osseo City Hall, 415 Central Avenue, Osseo, MN 55369**