



# Applications sought for Approved Caterers

*For the Osseo Community Center*

## I. Introduction

The City of Osseo seeks qualified firms interested in providing catering services for alcoholic beverages at the Osseo Community Center ("OCC").

## II. Scope of Services

Respondents are sought to serve as a limited number of "Approved Caterers". Approved Caterers are eligible to provide alcoholic beverage service at the Osseo Community Center. Approved Caterers will make arrangements directly with OCC Users who desire to have alcohol served at the OCC. The City will provide OCC users with contact information for all Approved Caterers.

Although it is an optional service, respondents are encouraged to market their services and the OCC to potential users. The City desires to increase the number of events held at OCC. Marketing assistance from Approved Caterers will be appreciated.

The proposed scope of services is described in the attached DRAFT "Agreement for Catering Service" contract.

## III. Instructions to Proposers

Applications must be in writing and should include a cover letter. Applications must be received by **12:00 noon on the preceding Monday** for consideration at a regularly-scheduled Osseo City Council meeting. Dates for 2017 meetings are available at [http://www.discoverosseo.com/files/9314/8717/6292/2017\\_Schedule\\_of\\_Meetings-EDACCPiann\\_Comm.pdf](http://www.discoverosseo.com/files/9314/8717/6292/2017_Schedule_of_Meetings-EDACCPiann_Comm.pdf)

All proposals and questions should be submitted electronically to: City Planner Nancy Abts, [nabts@ci.osseo.mn.us](mailto:nabts@ci.osseo.mn.us). (PDF format is preferred.) In order to ensure a fair selection process, firms submitting proposals should not contact other city staff or councilmembers regarding these proposals.

## IV. Application content

- 1) Cover Letter (include name, address, phone, contact person, date)
- 2) Signed AGREEMENT FOR ALCOHOLIC BEVERAGE CATERING SERVICE
- 3) OPTIONAL: Pricelist of items and services that may be offered to OCC Clients

## **V. Application evaluation**

Applications will be evaluated on the following factors:

- Proximity to the City of Osseo, with preference given to respondents located within or near Osseo;
- Familiarity with the City of Osseo and the OCC;
- Demonstrated ability to perform the desired services;
- Respondents' ability to bring additional users to the OCC; and
- Other factors as determined by the City Council.

## **VI. Agreement terms**

The City proposes an agreement for catering services in the attached document (Attachment A). However, applicants may suggest changes to this agreement as part of their proposal.

## **VII. Other information**

The City intends to come to an agreement with 2 to 5 "Approved Caterers" to provide services at the OCC.

The Osseo Community Center Policy governs rental and use of the OCC (attached). Approved Caterers will be responsible for familiarizing themselves and their employees with the OCC Policy and its requirements.

## City of Osseo, Minnesota

### AGREEMENT FOR ALCOHOLIC BEVERAGE CATERING SERVICE

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **CITY OF OSSEO**, a municipal corporation (hereinafter referred to as “City”) and \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as “CATERER”).

#### RECITALS

1. The City owns and operates the Osseo Community Center (“OCC”), located at 415 Central Avenue, Osseo, MN 55369, which includes one large room and a small outside patio. It has large windows with no window treatments. The OCC is dividable into two spaces (by special arrangement), has one small, non-commercial kitchen, and an attached semi-circular paver patio.
2. The OCC is marketed by the City to host meetings, business groups, weddings, special events, team parties, corporate gatherings, and other community activities.
3. The City desires to have CATERER perform alcoholic beverage catering services at the OCC. CATERER is willing and able to provide these services.
4. For purposes of this Agreement, a catered event is defined as an event where a contract for alcoholic beverage catering services is executed between CATERER and a client.

In consideration of the mutual promises set forth herein, it is agreed by and between the City and CATERER as follows:

#### SECTION 1 REPRESENTATIONS

1. CATERER represents that it is a Minnesota corporation duly organized, validly existing, and in good standing with the State of Minnesota and has full power and authority to enter into this Agreement and to carry out the responsibilities required by the Agreement. CATERER further represents that its agents, representatives, and employees have the necessary education, training, experience, certification, and licensing for purposes of servicing and performing this Agreement.
2. The City represents that it is a municipal corporation and a political subdivision of the State of Minnesota and that it has full power and authority to enter into this Agreement.

#### SECTION 2 CATERER DUTIES AND RESPONSIBILITIES

1. CATERER shall obtain and maintain at its sole expense all licenses and insurance necessary to permit the sale of liquor, beer, and wine in conjunction with catered events at the OCC.

- a. CATERER shall provide all alcoholic beverages and supplies necessary for a catered event.
  - b. CATERER shall hold a current on-sale liquor license through City or in another Minnesota City, and shall provide City with a copy of such on-sale liquor license from another Minnesota city.
2. CATERER will designate personnel whose responsibilities shall be working with the City in coordinating and implementing this Agreement.
3. CATERER shall perform catering services at the OCC as follows:
- a. CATERER shall provide clients with price lists and menu selections to accommodate their needs for events held at the OCC that require alcoholic beverages.
  - b. CATERER will provide one main contact person who agrees to work with City staff as needed for any catered event at the OCC.
  - c. CATERER agrees to confer with prospective OCC clients to provide information and agree upon menus and fees for particular events. CATERER shall return all prospective client and client phone calls and e-mail within one business day. Once an OCC client schedules an event with CATERER, CATERER shall notify City Staff to confirm the date and time of the event and the facility has been scheduled.
  - d. CATERER shall be solely responsible for the recruitment, training, employment, performance, and compensation of adequate staff to meet the demand of the OCC client at each catered event, including, but not limited to, bartenders, servers, food preparers, and hosts. This includes having a minimum of one catering staff person at the OCC during the entire event and after meal service to guarantee room cleanup and removal of catering supplies unless otherwise approved by City staff.
  - e. CATERER agrees to meet all local, state, and federal health regulations, plus codes, rules, and laws concerning food and beverage service.
  - f. CATERER shall comply with all procedures and policies set by the City pertaining to use of the OCC.
  - g. CATERER shall provide the City with a copy of the current Health Department License State Alcohol Caterer Permit, and Certified Food Managers License during the term of providing services for the City.
  - h. CATERER shall participate in the sales and marketing of catering services at OCC and shall be responsible for event arrangements as required by the City. **However, all events at the OCC must be booked solely through City staff.**

- i. CATERER shall provide all food and beverages necessary for a catered event. CATERER shall provide all food preparation equipment that it requires and all necessary serving utensils, including plates, glasses, silverware, pots, pans, and linens at its own expense.
- j. CATERER shall ensure that cleaning of the OCC rooms in connection with catered events is completed in accordance with the Osseo Community Center Policy. CATERER may take responsibility for cleaning or may arrange for outside cleaning assistance with the City's janitorial service, Intact Building Services. All cleaning of OCC rooms must be completed by the end of the rental period for any catered event. The City does not provide cleaning products.
- k. CATERER shall remove all catering equipment from the OCC premises by the end of the rental period for any catered event. Limited storage space at the OCC is available for CATERER use, only with approval from the City on a per-event basis. The City is not responsible for any items left or stored at the OCC by the CATERER.
- l. CATERER shall serve all alcoholic beverages only within designated OCC rooms and attached patio area, and shall prohibit clients and their guests from removing alcoholic beverages from these areas.

**SECTION 3  
CITY DUTIES AND RESPONSIBILITIES**

- 1. The City agrees to provide the following:
  - a. Rooms as they currently exist at the OCC.
  - b. CATERER contact information to all OCC clients needing alcoholic beverage catering.
  - c. Utility and overhead costs for the OCC.
  - d. Tables and chairs as they currently exist.
  - e. Minor maintenance as defined by the City.
- 2. Agreements for catering services will be solely between CATERER and their client. The CATERER will collect all catering charges from any/all catered events. At the time an agreement for catered services at the OCC is made, a CATERER representative will document the details of services required and contact City staff to confirm the booking has been made.
- 3. The City agrees to restrict the alcoholic beverage catering services provided at the OCC to the CATERER and other selected Approved Caterers for all events held at the OCC.

**SECTION 4  
PAYMENT**

1. Payment for room rental fees shall be made by the applicant named on the OCC rental and reservation form. The CATERER shall pay the City for any/all rental fees when the CATERER serves as the applicant and responsible party for the event; the CATERER may also require that clients serve as the applicant and responsible party for the event.
2. The CATERER agrees to maintain a \$500 deposit with the City. Funds from the deposit will be used to cover costs of damages related to the CATERER'S use of the facility and costs for curing violations of this agreement or the OCC Policy.

**SECTION 5  
STATUS OF CATERER**

1. This Agreement calls for the performance of catering services by CATERER as an independent contractor, and CATERER, its employees, agents, or representatives will not be considered employees of the City for any purposes. All persons employed by CATERER shall be the sole and exclusive employees of CATERER and shall be paid by CATERER. With respect to such employees, CATERER shall accept full and exclusive liability for all applicable social security, unemployment, workers' compensation, or other employment taxes or contributions of insurance, and all employee benefits, and shall comply with all federal and state laws and regulations relating to employment generally, including, but not limited to, minimum wages, social security, unemployment insurance, and workers' compensation. Certificates evidencing compliance with the foregoing shall be submitted to the City as reasonably requested by the City.
2. CATERER represents that it is a fair and equal opportunity employer and that its employees, representatives, and agents have had training in sexual harassment, gender sensitivity, and cultural diversity.

**SECTION 6  
INTEREST OF CATERER**

CATERER covenants that CATERER has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with the its performance of services required by this Agreement.

**SECTION 7  
NON-ASSIGNABILITY**

The CATERER shall not be transfer, assign, or subcontract the services required under this Agreement.

**SECTION 8  
INSURANCE AND LICENSES**

1. **Prior to performance of catering services under this Agreement**, CATERER agrees to provide the City with copies of all Certificates of Insurance for its catering operation. CATERER shall, at its cost and expense, procure and maintain, throughout the term of this Agreement, insurance against any damage, loss, or liability arising or claimed to have arisen out of its use, occupancy, or operations of the OCC building as follows:

a. CATERER shall maintain a commercial general liability (“CGL”) policy in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from personal injury, advertising injury, broad form property damage, premises, contingent, operations/products-completed, fire damage, medical expenses, and contractual liability that extends coverage to assume the responsibilities arising from this Agreement.

These requirements may be met through any combination of primary and umbrella or excess insurance.

b. CATERER shall maintain a business automobile policy including owned, non-owned, rented, or hired vehicles used in connection with their activities relating to its operations for the City. The business automobile policy or policies shall have limit of liability in an amount of at least \$1,000,000, combined single limit.

c. CATERER shall purchase and maintain workers’ compensation insurance in accordance with Chapter 176 of the Minnesota Statutes covering all persons employed by CATERER at or in connection with CATERER at or in connection with the OCC. The limits of coverage for the employer’s liability portion of the workers’ compensation policy of this policy shall be at least:

\$500,000	Bodily Injury by Accident, Each Accident
\$500,000	Bodily Injury by Disease, Policy Limit
\$500,000	Bodily Injury by Disease, Each Employee

d. CATERER shall purchase and maintain liquor liability insurance with minimum limits of liability as follows:

\$1,000,000	Bodily Injury, Each Person
\$2,000,000	Bodily Injury, Each Common Cause
\$1,000,000	Property Damage, Each Common Cause
\$1,000,000	Loss of Means of Support, Each Person
\$1,000,000	Loss of Means of Support, Each Common Cause
\$2,000,000	Annual Aggregate

2. The foregoing levels of insurance coverage shall be maintained by the CATERER for the benefit of the City exclusively. The City makes no representation or warranty as to the sufficiency of the minimum insurance coverage set forth above, and CATERER shall conduct an independent examination to determine the necessary insurance coverage at the OCC.
3. **The City shall be named as an additional insured on all insurance policies (except workers' compensation) procured by CATERER in connection with the OCC.**
4. The insurance policies required to be procured and maintained by CATERER herein shall be placed with an insurance company or companies listed in the latest edition of "Best's Insurance Guide and Key Ratings" with a rating of at least "A-V." CATERER shall provide certificates of insurance to the City evidencing the insurance policies required under this Agreement and shall present such policies for review by the City upon demand.
5. The insurance policies required herein shall contain clauses substantially in the following words:
  - a. Notwithstanding any other provision in this policy, to the extent of CATERER's obligations pursuant to the Agreement between CATERER and City of OSSEO, the insurance afforded hereunder to the City shall be primary as to any other insurance or reinsurance covering the City, and such other insurance or reinsurance shall not be required to contribute to any liability until the appropriate limit of liability afforded hereunder is exhausted.
  - b. This policy may not be cancelled or materially changed until 30 days after receipt by the City of written notice of such cancellation or change in coverage as evidenced by receipt of a certified letter.
6. The City may adjust the amount of coverage required and types of policies required to be furnished by CATERER hereunder to comply with applicable laws and regulations of the State of Minnesota or in a manner consistent with the coverages and policies which are typically provided by similar situated CATERERS for similar facilities.

## **SECTION 9 INDEMNITY**

CATERER agrees to defend, indemnify, and hold harmless the City, its officials, employees, agents, and contractors, from and against any and all claims, losses, liabilities, damages, costs, and expenses (including costs of defense, settlement, and reasonable attorneys' fees by reason of liability imposed by law upon the City) arising out of CATERER'S negligence or Caterer's performance or failure to perform its obligations under this Agreement. CATERER'S indemnification obligation shall apply to anyone directly or indirectly employed or hired by CATERER, or anyone for whose acts CATERER may be liable. This indemnification provision shall survive the expiration or earlier termination of this Agreement.

Nothing in this Agreement shall be construed as a waiver by the City of any immunities, defenses, or other limitations on liability to which the City is entitled by law, including but not limited to the maximum monetary limits on liability established by Minnesota Statutes, Chapter 466.

**SECTION 10  
TERM**

1. This Agreement shall commence on \_\_\_\_\_, 2017, and remain in force until December 31, 2018, unless terminated earlier by either party. The parties may mutually agree to renew the Agreement. If the agreement is not renewed, CATERER shall remain responsible for providing services to the rentals booked for which it had committed before contract termination.

Either party may terminate this agreement by providing the other party with a 30- day written notification.

2. The City may, based on its sole and absolute discretion terminate this Agreement without 30 days written notice to CATERER if there are service, performance, health, or safety issues that are impeding the success of reserved events, including, but not limited to, lack of a license and bonding by the State of Minnesota or lack of required insurance coverage.

**SECTION 12  
MISCELLANEOUS**

1. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the matters addressed herein and any alterations or variations of the terms of this Agreement shall be invalid unless made in writing and signed by the parties. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.
2. Severability. If any one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions or any application thereof shall not in any way be effected or impaired thereby.
3. Notices. All notices and other communications provided for in this Agreement shall be in writing and shall be personally delivered or sent by a reputable private commercial courier service or sent by United States registered or certified mail, postage pre-paid, return receipt requested, to the parties at the following addresses until such time as written notice of a change of address is delivered to the other party:

If to the City:	CITY OF OSSEO ATTN CITY ADMINISTRATOR 415 CENTRAL AVENUE OSSEO MN 55369
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If to CATERER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 4. Governing Law. This Agreement is governed by and is to be interpreted pursuant to the laws of the State of Minnesota. The City and CATERER each consent to the personal jurisdiction of the District Court of Hennepin County, Minnesota, in any action, suit, or proceeding arising under this Agreement and agree that any such action, suit, or proceeding shall be venued in such court and agree to waive any objection based on forum non convenes to the bringing of any action in such court.
- 5. No Third-Party Rights. This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and assigns, and no third parties are intended to or shall have any rights hereunder.
- 6. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.
- 7. CATERER understands and agrees that all of the data created, collected, received, stored, used, maintained, or disseminated by CATERER in performing its obligations under this Agreement is subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as amended, and that CATERER must comply with the requirements thereof as if it were a government entity. CATERER further understands and agrees that the remedies set forth in Minnesota Statutes Section 13.08 apply to CATERER in connection with such requirements.
- 11. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both parties and approved by the Osseo City Council.
- 12. Dispute Resolution. The parties agree to cooperate and use best efforts to ensure that the provisions of this Agreement are fulfilled and to act in good faith in attempting to resolve disputes. If a dispute cannot be resolved informally by the parties, the parties may resort to other legal remedies available to them.

Attachments to this agreement are a part of the agreement as follows: Osseo Community Center Policy (“OCC Policy”)

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

**CATERER**

By: \_\_\_\_\_  
(Signature)

Its: \_\_\_\_\_

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

**CITY OF OSSEO**

By: \_\_\_\_\_  
Duane Poppe, Mayor

By: \_\_\_\_\_  
LeAnn Larson, City Clerk

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

# CITY OF OSSEO

## COMMUNITY CENTER RENTAL AGREEMENT



### A. GENERAL PROVISIONS

1. The City has a Community Center (Community Rooms A and B) intended to serve the general public by providing a facility conducive to public business. Since public funds made these facilities possible, the public is encouraged to use these spaces under the guidelines set forth herein. (The Council Chambers and Fire and Police Department Meeting Rooms 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/Police Chief.) The following guidelines are official City Policy designed to promote orderly and appropriate use of these public facilities.
2. 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 any activity not consistent with the general purpose of the building or these policies.
3. Individuals or organizations desiring to use the Community Center must complete an application and submit it to the City. The application shall be submitted at least two weeks prior to the reservation date. The request will be reviewed in light of these guidelines and the availability of the facilities. For organizations using the facilities regularly/on an ongoing basis during the year, the application shall be completed quarterly (for weekly or bi-weekly events) or annually (for monthly events).
4. The City representative in charge of reservations shall advise the applicant of the status of his or her request as soon as possible. Usage requests are not approved until the City representative has so advised the applicant and the applicant's fees and deposits are received.
5. 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.
6. Any meeting coming within the purview of the Minnesota "Open Meeting Law" shall conform to all requirements of the Open Meeting Law.
7. The City shall not be liable for any loss, damage, injury, or illness incurred by any user of the facility.
8. The applicant consents to police entry into the facility and video monitoring of applicant's use of the facility at any time. No warrant or 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.

### B. AVAILABILITY AND PRIORITY

1. The Community Center shall, in general, be available from 7:30 a.m. to 12:00 a.m. (midnight). Music and serving of food or beverages shall end at 10:00 pm and the building completely vacated by 12:00 a.m. (midnight).
  - a. Community Room A is reserved by the Senior Citizens Center and NOT available on Tuesdays and Thursdays from 11:30 a.m. to 5 p.m.
  - b. Individual room rentals are allowed during regular weekday business hours only; individual rooms are not available for rental on weekends.
  - c. On holidays and weekends, beginning at 11:30 am on Fridays and through 12:00 am (midnight) on Sundays, the entire Community Center (both rooms A & B) must be rented. It will not be possible to rent separate rooms because the Community Center partition will be retracted over the weekend.
2. 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.
3. Routine use (weekly or bi-weekly) is allowed only with specific approval by the City Council or its designee.

4. Requests for use or rental of the Community Center will be handled on a first-come, first-served basis, subject to designated priorities.
5. For advance facility bookings, reservations may be accepted by City staff up to 12 months in advance. Advance bookings beyond 12 months will be approved by the City Council or its designee.
6. 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.

#### C. APPLICATION PROCEDURES

1. Application forms may be obtained from the City offices during regular business hours, requested by mail, or are online.
2. Application forms shall be fully completed by the applicant and returned to the City at least two weeks prior to the requested date. Reservations shall not be complete until the City representative has informed the applicant of her or his status. The rental fee and deposits must accompany the signed application and rental agreement. The individual applying for the reservation shall be considered the applicant. **Proof of non-profit, tax-exempt status must be provided at application time.**
3. The applicant shall contact the City offices in advance to arrange for pick up an access key for entrance into the Community Center. **Please note: City Hall has limited Friday hours and closes at 11:30 a.m.**

#### D. AVAILABLE FACILITIES

1. Activity must be confined to the room(s) rented. The lobby area is not available for meeting use or for play
2. **EQUIPMENT AVAILABLE FOR USE IN THE OSSEO COMMUNITY CENTER** (Equipment may be room-specific; not all tables and chairs will be available if only one room is reserved)
  - a. 12 (48") round tables (each table seats a maximum of 6 people)
  - b. 8 (30"x72") rectangle tables for seating or serving (each table seats a maximum of 6 people)
  - c. 140 chairs
3. **Community Room A:** Typically contains 11 round tables with 4 chairs each. Standing Capacity 175.
4. **Community Room B:** Typically contains three rectangular tables with seating arranged in a "classroom" format. Standing Capacity 120.
5. **Kitchen** (for access to serving window and sink): The kitchen is not a licensed commercial kitchen nor can it be used as such. Preparation and storage of food within the kitchen is NOT permissible. Kitchen use is only available with rental which includes Community Room A.
6. **Patio:** Patio use is only available with rental which includes Community Room B.
7. **Boerboom Park & Bandshell:** These facilities are located across Central Avenue from the Community Center. They may be reserved under a separate policy.

#### E. CONDUCT

1. Activity must be confined to the room(s) rented. The lobby and hallway areas are not available for meeting use or for play.
2. Osseo Community Center and City Hall are smoke free facilities. Smoking is prohibited in all areas.
3. All beverages (alcohol or not) may be served and consumed in the Community Center rooms and outside patio areas only. No beverages are allowed in the Community Center hallway/lobby area or in neighboring Boerboom Park or in any other outside areas.
4. 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.
5. No gambling of any kind shall be allowed except lawful "bingo" games sponsored by licensed local non-profit organizations.

6. No alcohol shall be allowed in the Community Center EXCEPT for an event that is through an Osseo Approved Caterer licensed to serve alcohol.
7. It is the responsibility of the applicant to clean up anything relating to their use of the community center, including dispensing of beverages or serving of food. The applicant must wipe down all tables, counters, and ledges and clean up the outdoor patio area, if used.
  - a. Applicant must provide own cleaning supplies.
  - b. At the City's discretion, if cleaning has not been properly completed the deposit fee will not be returned.
  - c. Upon completion of the event, the Community Center shall be cleaned as follows:
    - i. Any equipment, supplies, or special items brought by the applicant shall be removed.
    - ii. All paper, garbage, trash, debris, etc., shall be collected and disposed of properly. Garbage shall be bagged and removed from the premises.
    - iii. Coffee grounds shall be placed in the garbage, not in sinks.
    - iv. 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.
    - v. Tables and chairs shall be wiped off to remove all food and spills.
    - vi. Tables and chairs shall be returned to their proper location.
    - vii. All floors shall be swept and mopped where necessary. Carpets shall be vacuumed if necessary (there is a vacuum in the Community Room A closet). Applicant must provide own cleaning supplies.
    - viii. Exterior doors will be programmed to be unlocked during the meeting or event. Applicant should verify that these doors are locked at the end of the event and light switches turned off.
    - ix. Access keys shall be returned to the City offices the next business day or deposited in city drop boxes at the rear of City Hall.
    - x. Bathrooms must be cleared of paper debris from the counters and floors.
8. The hours of use designated on the application form shall be adhered to. Hours of use must include set-up and clean-up time.

#### F. DECORATIONS AND SIGNAGE

1. No open flame candles may be used.
2. No rice, birdseed, or confetti shall be used.
3. No decorations, banners, signs, etc., shall be attached to any walls. No tape or tacks shall be used.

#### G. FOOD AND CATERING

1. Food and beverages may be served. The applicant is responsible for obtaining any necessary food and beverage licenses. Whether or not food is served, the premises must be cleaned up pursuant to the Community Center policy.
2. The kitchen in Community Room A is not a licensed commercial kitchen and cannot be used as such. Preparation and storage of food within the kitchen is NOT allowed.
3. The applicant is responsible for furnishing all serving needs (plates, silverware, utensils, serving dishes, etc.) Applicant shall provide containers for leftovers.
4. All food, beverages, and serving needs must be removed immediately following an event.
5. 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 served by an Osseo Approved Caterer.
7. All Caterers must be licensed by the state of Minnesota and must provide a copy of their current Catering license to the City at least two weeks prior to the event date. If an Approved Caterer is serving alcohol, all rules and regulations per the Agreement for Catering Service must be followed.

#### H. ALCOHOL

1. No alcoholic shall be allowed in the Community Center EXCEPT for an event that is through an Osseo Approved Caterer licensed to serve alcohol.
2. Any event at which alcohol is served to 50 or more attendees requires hiring the Osseo Police Department to provide security at all times that alcohol is being served in the Community Center.
  - a. The Osseo Police Department must be contracted for a minimum of 3 hours; see current City of Osseo fee schedule for contract rates.
  - b. The applicant will cover all fees associated with the security measures.

#### I. LIABILITY

1. Neither the City of Osseo nor any of its employees or agents shall 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.
2. 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.

#### J. INSURANCE AND INDEMNIFICATION

1. The City reserves the right to require the renter of the Community Center to carry general liability insurance and name the City as an additional insured for any rental and for any reason. If insurance is required, the City will notify the renter in writing. Within two weeks after notification from the City, the renter must submit proof of insurance to the City. Failure to obtain the required insurance may result in the cancellation of the reservation.
3. 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 in the application. On behalf of the below named organization, group, or individual, I agree to all of the stated terms and conditions together with all other written rules and policies adopted by the City which govern the use of the Osseo Community Center.
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. The undersigned, for himself or herself and on behalf of the organization or group the undersigned agrees to defend, indemnify and hold harmless the City, its officers, council members, employees, and agents from and against any and all claims, liabilities, damages, injuries, illness or other loss, including attorneys' fees, arising out of or related to the use of the facility by the undersigned or the organization or group the undersigned represents. 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.

**K. RESERVATIONS AND FEES**

<b>RENTAL FEES (ONE HALF DAY = UP TO 4 HOURS OF USE)</b>	
Residents, Osseo Businesses, Osseo-Based Nonprofits*	\$30 per one half day for either Community Room A or B (weekdays only); \$60 per one half day for use of <u>both</u> Room A and Room B.
Non-Residents, Other Businesses, Other Nonprofits*	\$50 per one half day for Community Room A or B (weekdays only); \$100 per one half day for use of <u>both</u> Room A and Room B.
*Non-Profit Organizations	<i>50% discount from either resident or non-resident rate, based on organization's physical address. *Legal proof of non-profit, tax-exempt status required.</i>

1. **RENTAL FEE** The rental fee and all deposits must accompany the signed application (recurring events pay quarterly in advance). 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.
2. **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.
  - a. 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 the facility is not left clean and tidy, 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.
  - b. 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 from the applicant's deposit.
  - c. The applicant shall be responsible for any and all expenses that exceed the deposit.
3. **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.
4. **ACCESS KEY** The charge for a lost access key is \$25.
5. **CLEANING** 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 in the CONDUCT section of this policy.
  - a. Applicant must provide own cleaning supplies.
  - b. 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.
6. **SPECIAL CONSIDERATION FOR REDUCED FEES** The City Council may set special fees or vary or waive fees for special conditions or circumstances, where the applicant has performed a commensurate service to the City. To request reduced fees, contact City staff.
7. The person signing the application must be 18 years or older, 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.
8. There shall be no subletting or assignment of reservations.
  - a. A resident of Osseo cannot reserve the facility for non-residents.
9. 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.



**APPLICATION FOR USE & RENTAL OF THE OSSEO COMMUNITY CENTER**

*Information provided to the City of Osseo may be considered public data pursuant to data practices law and the City will comply with all applicable laws if the information is subject to a data request.*

Applicant/Contact Person: \_\_\_\_\_

Street Address, City, State, Zip: \_\_\_\_\_

Phone# (Day and Evening) \_\_\_\_\_

Organization/Business if different from Applicant: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Room(s) Desired: Room A \_\_\_\_\_ Room B \_\_\_\_\_ Both \_\_\_\_\_

Use:  Weekday  Weekend Date(s) of: \_\_\_\_\_

Time of Use: From: \_\_\_\_\_ am/pm to: \_\_\_\_\_ am/pm

Total Number of Hours Community Center will be used (include set-up & take-down): \_\_\_\_\_

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: \_\_\_\_\_

Will alcohol be served? Yes \_\_\_\_\_ No \_\_\_\_\_ What type: \_\_\_\_\_

Caterer's Name: \_\_\_\_\_

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 Approved Caterer \_\_\_\_\_

Email: \_\_\_\_\_ Signature of applicant \_\_\_\_\_

\*\*\*\*\*  
This application/request approved/rejected by: Date \_\_\_\_\_ By \_\_\_\_\_

Rental & event fees for event received on: Date \_\_\_\_\_ Amount \_\_\_\_\_ Check# \_\_\_\_\_

Damage and cleanup deposit received on: Date \_\_\_\_\_ Amount \_\_\_\_\_ Check# \_\_\_\_\_

Key deposit received on: Date \_\_\_\_\_ Amount \_\_\_\_\_ Check# \_\_\_\_\_

Caterer's permit verification received on: Date \_\_\_\_\_ Amount \_\_\_\_\_

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