

# 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 12 round tables with 4 chairs each. Standing Capacity 175.
4. **Community Room B:** Typically contains two 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 beverages 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 WEEKDAY/6 HOURS WEEKEND)</b>	
Residents, Osseo Businesses, Osseo-Based Nonprofits*	\$30 per one half day for either Community Room A or B (weekdays only); \$90 per one half day for use of <u>both</u> Room A and Room B.
Non-Residents, Other Businesses, Other Nonprofits*	\$75 per one half day for Community Room A or B (weekdays only); \$200 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 individual, organization, group, or Approved Caterer

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

\*\*\*\*\*

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

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

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

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

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

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