

## GENERAL PROVISIONS

1. Exclusive use of any portion of the City of Mounds View ("City") Community Center requires an executed Rental Agreement ("Agreement") and for which fees are charged.
2. All uses of the Community Center are subject to the rules and regulations set forth in City Code, Minnesota Statutes and Rules, and Federal Rules and Regulations, including the Americans with Disabilities Act (ADA), as well as the Community Center's policies and rules. The Community Center's policies and rules are available upon request.
3. Renters shall conform to the requirements of the City's Police, Fire, and Parks Departments as set forth verbally or in writing subsequent to the execution of this Agreement.
4. The City reserves the right to use its own property and as such, cancellations may be ordered by City officials with or without due notice. Usage of the facilities is granted with this understanding.
5. Keys are not issued to Renters. Mounds View Community Center personnel must open and close the facility.
6. Community Center personnel shall have access to rented spaces at all times.
7. Renter may not assign, transfer, or sublet the rented space. Renter must be at least 21 years old.
8. Renter, or its designee known to and approved by the City, is required to be at the Community Center during the entire rental period.
9. Renter is responsible for conveying all information, policies, and procedures to all parties involved in the Renter's event.
10. With the exception of service animals, animals are not allowed in the Community Center.

## RESERVATIONS & FEES

1. A down payment of 50% of the room rental fee is required to reserve a space in the Community Center.
2. In addition to the room rental fee, a damage and clean up deposit is also required for each reservation.
3. The entire room rental fee and the damage and clean up deposit are due 30 days prior to the rental date.
4. If a reservation is made less than 30 days before the rental date, full payment is due upon making the reservation.
5. If all fees are not paid in full as set out above, the City reserves the right to cancel the reservation without notice. Down payments may be partially refunded pursuant to the Cancellation Policy set forth in this agreement.
6. The Renter, its guests, music equipment, catering equipment, and possessions must be removed from the Community Center by the End Time specified in this agreement and no later than 1:00a.m. A fee of \$100 per ten minute increment will be charged to Renters who do not vacate the building as specified.
7. Room set-up, including decorating, food preparation, and cleanup are allowed only during the period of time reserved by the Renter. Set-up the day before the rental date is not permitted unless the Renter has also reserved this period of time.

**Event Manager:** Leah Vandecar P 763-717-4041

**Facility Coordinator:** Cody Shawbold P 763-717-4008

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RESERVATIONS & FEES cont.

8. Prior to vacating the rented space, Renter must clean the kitchen (if used), consolidate all trash into trash receptacles, remove trash from the floor, wipe up spills from any surface, remove decorations, and remove food and other items that were brought into the rented space. Items to assist with clean up, such as brooms and dustpans, may be obtained from the Community Center front desk.
9. Rental rates, minimum rental periods, and availability are subject to change.
10. The City reserves the right to assess any additional charges deemed necessary due to expanding use, damages, and/or additional clean up costs.
11. The City will charge a service fee of \$25 for each check returned as not payable by a financial institution.
12. Renter is responsible for any damages caused by Renter's event attendees or participants.

Event Center Deposit

1. A damage and clean up deposit of \$750 is required.
2. Check deposits will be cashed and credit card deposits will be charged if the \$750 deposit is 75% or more of the total rental fee. If the \$750 deposit is less than 75% of the total rental fee, deposit checks and credit card numbers will be held and returned to the Renter within two weeks of the rental date.
3. The City recommends that deposits be paid by MasterCard or Visa for a timely refund. A refund issued via check may take up to six weeks to process.

Multi-purpose Rooms & Gymnasiums Deposit

1. A damage and clean-up deposit of \$100 is required
2. Check deposits will not be cashed and credit card deposits will not be charged unless the rented space was damaged during the rental period or the Renter vacated the rented space without cleaning it.

CANCELLATION POLICY

1. The Renter may cancel the reservation by giving written notice to the Mounds View Banquet Coordinator at the Community Center.
2. The City will retain 25% of the total rental fee if a reservation is cancelled more than thirty days prior to the rental date. If another party rents the space after the cancellation, the 25% retainage will be refunded less a \$50 processing charge.
3. No refunds will be issued for cancellations occurring less than thirty days prior to the rental date.

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## CONDUCT

1. The Renter is responsible for supervising the conduct of those persons attending its event.
2. Disorderly conduct is prohibited and punishable by ejection of the disorderly person from the Community Center, or cancellation of event.
3. A security officer shall be present at all events where alcoholic beverages are served.
4. Minor children must remain in the rented space unless directly supervised by an adult.
5. Running or playing in the hallways or other common areas is not permitted.
6. Wristbands are required when using the gymnasium and common areas (unless otherwise rented by contract holder).
7. If Community Center personnel determine that conduct is unacceptable, personnel will immediately notify the Renter. The Renter shall immediately address the situation. If, in the judgment of the Community Center personnel, the Renter is unable to adequately address the situation, Community Center personnel reserve the right to end the event early and require those persons attending the event to immediately vacate the premises. If Community Center personnel end an event early, all fees and deposits are forfeited.
8. The Community Center is a smoke-free facility. The Renter is responsible for notifying attendees of this policy before the scheduled event. Smoking is only allowed on the North Patio; smoking is not allowed near or around the front entrance of the Community Center.

## JUVENILE MUSIC/DANCE PARTIES

When any group, individual or organization is using the Mounds View Community Center for use of a juvenile party (age range predominately 14-18 years old) it is the responsibility of the renter to hire an off-duty Mounds View Police Officer in addition to keeping a ratio of 1 adult to every 25 youth. The police department requires a 30-day notification of services. Any fees will be assessed to the renter and must be paid 30 days prior to the event.

## MUSIC AND SOUND EQUIPMENT

1. Amplification equipment and sound levels are subject to the approval of Community Center personnel.
2. Community Center personnel have the sole discretion to determine appropriate sound levels.
3. Fog machines and bubble machines are prohibited from the Community Center.

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#### DECORATIONS AND SIGNAGE

1. Decorations, banners, and signs shall be affixed to the walls with masking tape only.
2. Pins, tacks, hooks or other types of tape may not be used to affix items to the walls.
3. Confetti, sand, rice, glitter, silly string, piñatas, and birdseed are not permitted.
4. Decoration plans shall be submitted in writing and approved by Community Center personnel prior to the event date.

#### FOOD & CATERING

1. Food and beverages must remain inside the rented space.
2. Peanuts in the shell, popcorn, and cotton candy may not be served.
3. Renters may bring in outside food; however, only caterers licensed by the State of Minnesota shall have access to the kitchen.
4. Any caterer licensed by the State of Minnesota may be used. This catering license must be issued by the Minnesota Department of Health. A copy of this license must be provided to the Mounds View Community Center no later than 30 days prior to the event.
5. A fee will be charged for use of the kitchen. This fee is due thirty days before the rental date.
6. Catering equipment and supplies may only be delivered on the day of the event and must be removed by the End Time of the rental.
7. An executed Caterer Agreement, along with proof of license and insurance, shall be provided thirty days before the rental date.
8. The caterer shall name the Renter as an additional insured.

#### ALCOHOL

1. Serving of alcoholic beverages shall end by 11:30 p.m.
2. Persons under 21 years of age shall not consume alcoholic beverages.
3. If alcohol is made available for purchase, the party providing the alcohol must be provided by a vendor licensed by the State of Minnesota, Department of Public Safety, and Alcohol and Gambling Enforcement Division with at least \$500,000 in liquor liability coverage. Conditions related to the sale of alcohol, including supervision, property damage, insurance, and indemnification shall be set forth in the Caterer's Agreement.
4. Renter is responsible for obtaining all necessary permits and approvals prior to serving alcohol. Failure to do so will result in the immediate termination of all service/sale of alcoholic beverages.
5. Alcohol may only be sold or provided by a licensed vendor. Renter's invitees and attendees may not bring alcohol into the Community Center.

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### INSURANCE & INDEMNIFICATION

1. Neither the City nor the Community Center insures the Renter or the Renter's operations or activities. By signing this Agreement, Renter agrees that loss, illness, injuries and damages to attendees or participants or the general public as a result of Renter's activities and/or operations are solely the responsibility of the Renter, attendee, or participant.
2. Renter agrees to indemnify and hold the City, the YMCA of the Greater Twin Cities, and their respective employees, agents, and elected officials harmless from any and all claims, liabilities, or expenses for loss, illness, damages or injuries including attorney expenses that occur as a result of or arise out of Renter's activities or operations while on City and Community Center property.
3. The City reserves the right to require Renter to carry general liability insurance and name the City and/or the YMCA of the Greater Twin Cities as an additional insured for any rental and for any reason. If insured is required, Renter will be notified in writing. Upon notification, Renter will have twenty days from the date of the written notification to provide proof of insurance in the form of a Certificate of Insurance written in the ACORD format. Failure to obtain the required insurance will result in the cancellation of Renter's reservation.

I have read the above rental agreement, understand all of the policies contained herein, and agree to abide by these policies. I agree that all activities undertaken by myself, and/or the organization that I represent, as part of this rental agreement is at my or the organizations sole risk. I agree that any injuries to me and/or the organization or its property arising out of or connected with my or my organization's participation in the activities related to this rental are my and/or the organization's sole risk. I forever discharge the City of Mounds View, the YMCA of the Greater Twin Cities, and their respective employees, agents, and elected officials from all such claims, liabilities, demands, injuries, damages, or actions.

- There are to be no personal belongings, liquid fluids or food inside of the gym. The only exception is for medical use which must be okayed by MVCC staff prior to event. If a user group needs storage space or space to change they are encouraged to use the locker rooms located in the gym.
- Absolutely no tape or sharp objects are allowed on the gym floor.
- Residents may not reserve the facility for non-residents.
- Reservations may not be made more than 12 months in advance by any group.
- If payment is required this must be made 7 business days prior to the scheduled date. Rooms are not considered reserved until payment is received.
- Weights for helium-filled balloons cannot be filled with birdseed, rice, sand or similar items. It is suggested to use candy, mints, metal washers, stone or brick.
- Decorations may not be attached to any walls, carpeting, flooring or the ceiling in any form.
- Decorations may not be hung from sprinkler heads (fire code regulation).
- Decorations may be taped to the underside of tables using only masking tape. Absolutely no other tape is allowed (i.e. duct tape, scotch tape, book binding, stick-on hooks, etc.)
- Rooms must be left with the same arrangement and condition as upon arrival. Unless specific arrangements have been made, room set-up will not be made available by the Community Center staff. Room Set-up requests are the responsibility of the renter and need to be approved by the Event Coordinator 7 business days prior to the scheduled event.
- Trash should be placed in designated containers.
- Organized activities should conclude at the closing time stated on the permit.

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COVID-19

The novel coronavirus, COVID-19 which has been declared a worldwide pandemic by the World Health Organization is extremely contagious and is believed to spread mainly from person-to-person contact. The City of Mounds View cannot guarantee that you and/or your guests will not become infected with COVID-19. Further, entry into the premises of a City of Mounds View facility and any activities performed thereon could increase the risk of contracting COVID-19.

You acknowledge that you are voluntarily entering the premises of the City of Mounds View facility for your personal benefit, and the value of such benefit is sufficient consideration of your voluntary execution of this agreement. You further acknowledge and voluntarily agree to assume all the foregoing risks and accept sole responsibility for any injury to yourself and your guests including, but not limited to; personal injury, disability, illness, or death, damage, loss, claim, liability, or expense, of any kind, that you may experience or incur in connection with your presence at a City of Mounds View facility.

You hereby release, covenant not to sue, discharge, and hold harmless the City of Mounds View, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. You understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the City of Mounds View, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after your use of the site.

You acknowledge and voluntarily agree to follow current Department of Health Guidelines. Failure to follow the set guidelines will result in your permit being cancelled, prohibiting of future rentals and damage deposit charged. If we need to cancel your event or rental due to an edict from the state, city or county related to a contagious illness, we will refund your money in full or aid you in choosing another date for your event or rental.

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