

## **City of Cokato, Minnesota**

### **Community Room / Centennial Room Rules and Regulations**

The City of Cokato, Minnesota (the “City”) has adopted the following Community/Centennial Room Rental Rules and Regulations concerning the rental of the City’s Community Room or Centennial Room to members of the public or a group (the “User”) for an “Event.” These Rules and Regulations, along with the terms outlined in the Community/Centennial Room Rental Application, constitute the Rental Agreement between the City and a User.

1. **Reserving a space.** To reserve the Community Room or Centennial Room, the User must submit a Community/Centennial Room Rental Application (the “Application”) to the City prior to the Event. Applications will not be accepted more than one year in advance of the Event. Applications will be accepted during the City’s regular business hours.
2. **Community Room or Centennial Room Rental Agreement.** A Rental Agreement is formed after the City has approved the signed Application. The completed Rental Agreement is made up of these Rules and Regulation combined with the information shown on the Rental Application.
3. **Security Deposit.** A security deposit of \$150.00 must accompany the Application. The deposit will be returned if the Application is denied or if the Event is cancelled for any reason by the City or the User. If the Application is approved, the deposit can be picked up or will be shredded (checks) if the User doesn’t pick up after the Event so long as there is no damage to the Community or Centennial Room or its contents. The City may withhold a portion or all of the deposit if the User does not adequately clean the Community or Centennial Room following the Event. The amount of the deposit does not limit the liability of the User for any damage or loss caused by the User or the User’s guests and invitees.
4. **Rental Fee.** The City charges \$75.00, payable in advance, for use of the Community or Centennial Room. Rental fees are waived for local non-profit civic organizations or other governmental entities, as approved by the City Council in advance of the rental.

The rental hours include the time necessary for set up and clean up. If the Community or Centennial Room is available, the City, in its sole discretion, may allow the User to set up the day before the Event.

The rent is due at least 1 day prior to the Event. If the User remains in the Community or Centennial Room past the ending time stated in the Rental Agreement, the additional rent must be paid within seven (7) days after the Event.

5. **Priority of Use.** The City shall have first priority for all governmental activities. The priority for all other uses shall be determined on a first-come, first-served basis.
6. **Kitchen/Food.** Users may provide their own food and beverage or utilize a professional caterer. Use of the kitchen is included in the rental fee as set forth in Section 4. If the kitchen is used, all dishes, pots, pans, glassware, silverware and other utensils must be washed, dried and returned to their original location.

7. **Cancellation/Refund Policy.** For cancellation requests received by the City at least 3 days prior to the Event date, no rental fee shall be due. For cancellation requests received less than 3 days prior to the Event date, one-half of the rental fee shall be due. All cancellations must be submitted to the City in writing. The City reserves the right to cancel the Event. If the City cancels the event, the User shall be entitled to a full refund of any rent paid. Any refund of the rental fee shall be paid to the User within fifteen (days) of the cancellation date.
8. **Maximum Capacity.** The maximum capacity of the Community Room is 275 persons. The maximum capacity of the Centennial Room is 175. Under no circumstance shall the number of persons at an Event exceed the maximum capacity.
9. **Alterations.** The User shall not make any alterations without the written consent of the City. Alterations include any items that shall be hung, glued, taped or in any other way affixed to the walls, ceiling, floor, windows or light fixtures of the Community Room or Centennial Room.
10. **Building Access.** The Community or Centennial Room will be available for access at the time reserved and keys will be available at City Hall the day before the Event. If the Event is on a Saturday or Sunday, keys must be picked up no later than 4:30 p.m. on the Friday before the Event. The User shall ensure that everyone is out of the building before leaving and is responsible for locking the Community or Centennial Room following the Event.
11. **Access by City.** The User shall permit the City's officials, employees or agents to have access and to enter the Community or Centennial Room at any time during the Event.
12. **Designated Area.** Only the area designated in the Community or Centennial Room Rental Application may be used. Any offices or other private areas are off limits.
13. **Clean Up.** The User is responsible for leaving the Community or Centennial Room in as good or better condition than found. All tables and chairs can be returned to their original position. All floors must be swept. Cleaning supplies are in the janitorial closet. The User must empty all garbage into the dumpster behind City Hall (Community Room) or place in the garbage containers provided (Centennial Room).
14. **Entertainment.** All entertainment must be pre-approved by the City.
15. **Security.** All Events shall be operated and supervised to the satisfaction of the City. The City may require, as a condition of approval of the Application, that one or more security guards be present at the Event.
16. **Minors.** If persons under age 18 will be present at the Event, there must be at least one adult present.

17. **Admission Fee.** The User may not charge an admission fee, sell tickets or solicit donations at the Community or Centennial Room without the express written permission of the City.
18. **Smoking.** Smoking in the Community / Centennial Rooms is prohibited at all times.
19. **Law/Ordinances.** The User must comply with the laws of the State of Minnesota and City ordinances. The City has the right to terminate use of the Community/Centennial Rooms during any Event if the User violates any State laws or City ordinances. All fees shall be forfeited when an Event is terminated for this reason.
20. **Alcohol Policy.** The possession, use or sale of alcoholic beverages is prohibited in the Community Room and Centennial Room at all times.
21. **Insurance Requirements.** The City, in its discretion, may require the User to obtain liability insurance for any use of City facilities. If liability insurance is required, the following requirements apply:
  - \$1,000,000 minimum.
  - Insurance shall cover liability for injury death and property damage including coverage for alcohol related claims.
  - The insurance policy must be issued by an insurance company licensed to do business in Minnesota acceptable to the City.
  - The City must be named as an “Additional Insured” on the policy.
  - At least seven (7) days prior to the Event, the User must give to the City a certificate of insurance showing the required coverage.
22. **Restricting Use.** The City shall have the authority, subject to appeal of the City Council, to prohibit or limit use of the Community or Centennial Room by a particular User based upon knowledge that the User has caused damage to other public facilities or when disruption, damage, theft or other unfavorable history is recorded from previous use of the Community or Centennial Rooms.
23. **No Discrimination.** The City does not deny access to the Community or Centennial Rooms on the basis of race, religion, sex, creed, age, sexual orientation or national origin. Allowing any group to use the Community or Centennial Room does not imply endorsement of a group’s views by the City.
24. **Accidents/Damage.** Any accidents or damage to the Community or Centennial Room must be reported to the City following the Event.
25. **Personal Property.** The City will not be responsible for any personal property belonging to the user or the user’s guests or invitees.