

Barnesville Event Center Rental Application

Submit this Application to the City Clerk at least 30 days prior to the event.
Please complete all items below. Incomplete applications will not be processed.

DATE AND TIME OF RENTAL

Day of Rental: _____ Rental Hours: _____ [am][pm] to _____ [am][pm]

Date of Event: _____ Event Hours: _____ [am][pm] to _____ [am][pm]

NOTE: "Rental Hours" must include time needed for set up and clean up.

INDIVIDUAL INFORMATION

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: (Home) _____ (Work) _____ (Cell) _____

ORGANIZATION/COMPANY INFORMATION

Name of Organization/Company: _____

Contact Person: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Telephone: (Home) _____ (Work) _____ (Cell) _____

EVENT INFORMATION

Describe event and activities including any entertainment: _____

Please use a separate sheet of paper for additional information.

Estimated attendance: _____

Is use of kitchen requested? YES NO

Will food be served? YES NO

Will alcohol be served? YES NO

Will alcohol be sold? YES NO

Will a security need to be hired for the event? YES NO

Will you be contracting to have the lights hung from the ceiling? YES NO

APPLICANT MUST COMPLY WITH ALL ALCOHOL LICENSING REQUIREMENTS

DATE AND TIME OF RENTAL

Date of Event: _____ Event Hours _____ [am][pm] to _____ [am][pm]
Set up Hours _____ [am][pm] to _____ [am][pm]

Date of Event: _____ Event Hours _____ [am][pm] to _____ [am][pm]
Set up Hours _____ [am][pm] to _____ [am][pm]

INDIVIDUAL INFORMATION/ORGANIZATION/COMPANY INFORMATION

Name of Organization/Company: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: (Home) _____ (Cell) _____ Email: _____

Will there be gaming? YES NO Gaming License _____
Will alcohol be sold? YES NO Alcohol License _____

City of Barnesville, Minnesota Event Center Rental Agreement, Rules, and Regulations

This Event Center Rental Agreement is made between the City of Barnesville, Minnesota and _____.

1. **Contract.** The person filling out and signing the application must be the same person renting the facility (no sub-leasing). Applicants must be a minimum of 21 years of age and have a valid picture I.D. at the time of application to reserve this facility. Applications may be denied or revoked if the intended facility use is misrepresented. If it is discovered that the facility is sub-let, the deposit will be lost and the event is subject to cancellation.
2. **Event Center.** The City rents its Event Center to the User. This agreement includes use of the Event Center's kitchen.
3. **Building Access.** The Event Center will be available for access at 8 a.m. on the date reserved and key/s will be available at City Hall the day before the event. If the event is on a Saturday or Sunday, key must be picked up the Friday before the event. The User shall ensure that everyone is out of the building before leaving and is responsible for waiting to leave until the door relocks.
4. **Access by City.** The User shall permit the City's officials, employees or agents to have access and to enter the Event Center at any time during the Event.
5. **Priority of Use.** The American Legion will have first priority for all activities along with some blackout dates and the City shall have second priority for all governmental activities. The priority for all other uses shall be determined on a first-come, first-served basis.
6. **Maximum Capacity.** The maximum capacity of the Event Center is 176 persons. Under no circumstance shall the number of persons at an event exceed the maximum capacity.
7. **Rent/Holding Deposit.** User agrees to pay the City the sum \$___ for using the Event Center. This includes a holding deposit, which is required within seven (7) days of reserving the Event Center. All payments must come from the user, no third party payments. The remainder of the rent is due 30 days prior to the Event. If the Event Center is reserved less than 30 days prior to an event, payment is due in full when the facility is reserved. Reservations are not guaranteed if made less than 30 days prior to an event.

8. **Credit Card Transactions.** Any transaction made by credit card (includes, but not limited to rent/holding deposit, damage deposit, security, ATM rental, or deposit refunds) are subject to a transaction fee.
9. **Cancellation/Refund Policy.** If the reservation is canceled or rescheduled prior to the reserved date, a reduced refund will be given as outlined:
 - If the reservation is canceled prior to six (6) months in advance, \$125 of the holding deposit will be refunded along with the cost of security.
 - No refund (holding deposit, rental payment, or security deposit) will be given less than six (6) months before the event.
 - All cancellations must be submitted to the City in writing. The City reserves the right to cancel the Event.
 - If the event requires insurance, the renter must contact the insurance company to cancel.
10. **Damage Deposit.** The User will pay a damage deposit of \$____, 30 days prior to an event. This must come from the person signing the agreement. If there is any damage or it was not properly cleaned, you will be contacted and arrangements will be made for repairs or additional fees may apply for cleaning. If a damage deposit check does not have sufficient funds upon deposit into the City's account, the event will be immediately cancelled and the renter will be charged any fees which may arise.
11. **Damage Deposit Return.** Damage deposit return checks will be processed no earlier than 14 days after an Event if there is no damage to the Event Center or its contents. The City may also withhold a portion or all of the deposit if the User does not adequately clean the Event Center following the Event or if the User is in material breach of this contract. 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. 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. Fees will apply for canceled or reissued checks.
12. **Alterations.** The User shall not make any alterations to the Event Center. Alterations include any items that shall be hung, glued, taped or in any other way affixed to the walls, ceiling, floor, windows, tables or light fixtures. No throwing of confetti, rice or any other small substance. No candles.
13. **Decorations.** All decorations must be taken down and disposed of immediately after the event. Everything must be removed from the hall immediately following the event. At no time shall any Event Center equipment leave the Event Center.
14. **Floor.** Do not use dance wax or put tape on the floor. Do not stand or dance on the tables or chairs. Spills or wet spots must be cleaned immediately.
15. **Fan.** Ceiling fans can be on high during your event, turn to low after event. Do not tamper with the thermostat.
16. **Admission Fee.** The User may not charge an admission fee, sell tickets or solicit donations at the Event Center without the express written permission of the City.

17. Kitchen/Food. Users may provide their own food or utilize a professional caterer. If the kitchen is used, all dishes, pots, pans, glassware, silverware and other utensils must be washed, dried and returned to their original location. All food must be removed from the kitchen immediately following the event. Make sure all appliances are shut off before you leave.
18. Refrigerator. If items are kept in the refrigerator, make sure they are removed, and shelves wiped off after the event.
19. Warming Table. If table is used, do not put any water in it. It is used dry for warming food only.
20. Smoking. Smoking in the Event Center is prohibited at all times.
21. Alcohol Notification. All Users must indicate on the agreement and application 30 days prior to event, if alcohol will be served or provided. Failure to properly indicate that consumption or distribution of alcohol will ensue; the User will lose their deposit and subject to criminal prosecution.
22. Alcohol Policy – BYOB. The possession and or use of alcoholic beverages is permitted in the Event Center only under the following conditions:
 - A. User can provide alcohol as long as it is not sold.
 - B. No soliciting tips or donations.
 - C. The User must have adequate procedures in place to ensure that no one is served alcohol in an amount to cause intoxication.
 - D. The serving of alcohol must end at least half (1/2) hour prior to the end of the Event.
 - E. Security is required.
 - F. Renters must obtain liability insurance as entailed in #26 of this Contract.
23. Alcohol Policy – Licensed Bartender. The possession and or use of alcoholic beverages is permitted in the Event Center only under the following conditions:
 - A. No personal solicitation of tips or donations. Tips are acceptable with the licensed bartender.
 - B. Only Barnesville liquor establishments and nonprofit organizations with a 501©(3) can obtain a special liquor license and are allowed to sell and provide alcohol service for their events.
 - C. A special license must be approved by the Barnesville City Council no less than 30 days prior to the event. The City reserves the right to prohibit the serving or sale of alcohol and is subject to further rules and regulations.
 - D. The User must have adequate procedures in place to ensure that no one is served alcohol in an amount to cause intoxication.
 - E. The serving of alcohol must end at least half (1/2) hour prior to the end of the Event.

24. Insurance Requirements. The City, in its discretion, may require the User to obtain liability insurance for any event. If liability insurance is required, the following requirements apply:
 - A. \$1,000,000 minimum.
 - B. Insurance shall cover liability for injury death and property damage including coverage for alcohol related claims.
 - C. The insurance policy must be issued by an insurance company licensed to do business in Minnesota acceptable to the City.
 - D. The City must be named as an "Additional Insured" on the policy.
 - E. At least thirty (30) days prior to the Event, the User must give to the City a certificate of insurance showing the required coverage.
25. Alcohol Outside. Alcoholic beverages are not allowed outside the Event Center building unless an approved "beer garden" is established for the event.
26. Outside. Outside area around building & parking lot. Clean-up and throw away all paper, bottles (including broken), cans and cigarette butts after the event.
27. Minors. The User must have adequate procedures in place to ensure that no one under the age of 21 is served. The consumption of alcohol by parties under the age of 21 is not allowed in the Barnesville Event Center. I.D. cards will be checked by security. Violations of this policy will be handled in a swift and serious manner and violators will be subject to arrest.
28. 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, security guards be present at the Event.
29. Police. The Barnesville Police Department (or other local law enforcement entity) has the authority to remove anyone from the premise who violates any provision of this agreement, misuses the facility, creates a safety concern for others or increases the liability exposure to the city. If necessary, the police department may immediately terminate the event. (The renter understands/agrees that they shall not be reimbursed for any portion of the rental fee due to the early event termination.)
30. Additional Security. The Barnesville Police Department may authorize additional security officers to work the event if the police officer on duty believes that it is in the city's best interest that additional security is necessary for the event to continue. The renter understands/agrees that if additional security is required, the additional fees for security shall be deducted from the renter's damage deposit and charged at a rate to cover all costs associated with securing another security guard(s).

31. **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 Event Center 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.
32. **Restricting Use.** City staff shall have the authority, subject to appeal of the City Council, to prohibit or limit use of the Event Center 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 Event Center.
33. **Discrimination.** The City does not deny access to the Event Center on the basis of race, religion, sex, creed, age, sexual orientation or national origin. Allowing any group to use the Event Center does not imply endorsement of a group's views by the City.
34. **Loss of Rental.** A group or groups of individuals will not be allowed to rent or use the community center building if they have previously and repeatedly failed to obey city rules and regulations regarding the use of the community center building. This includes failure to obey security officers, failure to control children and young adults, vandalism to the facility, failure to clean the facility as specified in this agreement and damage to the facility.
35. **Property Damage/Missing Items.** Any accidents or damage to the Event Center must be reported to the City following the Event. The User agrees to pay the City for any physical damage to the Event Center or its contents during the Event. The User also agrees to replace or pay the cost of replacement for any missing items.
36. **Personal Property.** The City will not be responsible for any personal property belonging to the user or the user's guests or invitees.
37. **Clean Up.** The User is responsible for leaving the Event Center in as good or better condition than found. All tables and chairs are to be wiped off, folded, and stacked along the South or West wall fronts. Cleaning supplies are in the janitorial closet behind the kitchen area. The User must empty all garbage into the dumpster on the West side of the Event Center. Any cleaning charges incurred by the City of Barnesville (above and beyond the janitorial services are provided), will be charged to the renter.
38. **Closing.** At 12:30 a.m. (recommended 12:00 a.m.) no more alcohol will be served or consumed on the premises, and the band/DJ must cease playing. Everyone is to vacate the premises by 1:00 a.m.; this includes, but not limited to, patrons cleaning the facility. At the end of the night, all lights are to be shut off, and doors are to be secured locked. The facility key(s) must be turned in to City Hall at the end of the event, or Monday after a weekend event or drop the keys in the City Hall Payment Utility Box, located at the rear of the Barnesville Library.
39. **Violations.** Any violation of these rules and requirements or any misuse or damage to city owned property will subject the renter to forfeiting their deposit. If damage exceeds the deposit, the city will pursue criminal prosecution for vandalism, criminal damage to property, and/or arson against the party renting the Event Center and any other persons responsible for damage to property.

40. Indemnification. The User shall defend, indemnify and hold harmless the City and its officials, employees and agents from any liabilities, judgments, losses, costs or charges (including attorneys' fees) incurred by the City or any of its officials, employees or agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with the use of the Event Center by the User or by the User's guests or invitees, except to the extent caused by the sole negligence, gross negligence or willful misconduct of the City or its officers, employees or agents.

41. Waiver and Assumption of Risk. The User knows, understands, and acknowledges the risks and hazards associated with using the Event Center and hereby assumes any and all risks and hazards associated therewith. User hereby irrevocably waives any and all claims against the City or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the User as a result of using the Event Center and hereby irrevocably releases and discharges the City and any of its officials, employees or agents from any and all claims of liability.

42. General Provisions.

- A. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
- B. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
- C. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- D. Captions. Section headings contained in this Agreement are included for convenience only and form no part of the Agreement between the Parties.
- E. Waiver. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- F. Savings Clause. If a court finds any portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.

By signing this agreement, I declare that I have read, understand and agree to all of the terms and condition of this Agreement along with the rules and regulations.

Signature of Responsible Individual

Date

Signature of Approving Authority

Date

**BARNESVILLE EVENT CENTER
FACILITY USAGE FEES/DAMAGE DEPOSIT
SCHEDULE**

FEE SCHEDULE EFFECTIVE 06/10/2024

Weekend events - dances, weddings, community dances etc.:

Full day Base rate	\$ 400
Extra Day/Decorating Early:	\$ 75

<u>2-hr Meeting or Smaller Events (ie. bridal or baby shower)</u>	<u>\$100</u>
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<u>4- hr Meeting or Smaller Events (ie bridal or baby shower)</u>	<u>\$200</u>
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Non-Profit Events (Weekends)	\$300
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Damage Deposit (Weekend Events Fri N-Sun)	\$500
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Damage Deposit (Weekday Events)	\$300
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Meetings only (Non-event), no kitchen use, weekdays:

- Event Center (up to 100) \$50
- Event Center (100 and over): \$150
- Event Center (non-profit) \$50

Meetings (Non-event) with kitchen use, weekdays:

- Event Center rental \$200
- Event Center rental (non-profit) \$100

Other Miscellaneous:

- Benefits* \$75
- Commercial Kitchen Use- no event \$25/hr
- Security officer (if needed) \$100

A complete inspection of the Event Center will be done the following day or as soon as it is feasible to determine if property and building have been utilized in an appropriate manner and all is in order. If inspection of the building and property are proven to be in satisfactory order, deposit will be returned.

*Benefits are considered to include fundraisers being held to help a family/individual having a tragedy in their lives, being run by family and friends with no official non-profit status.