**Community Center Rental Rules and Regulations, LMC Model Form**

*League staff thoughtfully develops models for a city’s consideration. Models should be customized as appropriate for an individual city’s circumstances in consultation with the city’s attorney. Helpful background information on this model may be found in the* [*Parks and Recreation Loss Control Guide*](https://www.lmc.org/resources/park-and-recreation-loss-control-guide/).

**City of \_\_\_\_\_\_\_, Minnesota**

**Community Center Rules and Regulation**

The City of \_\_\_\_\_\_\_, Minnesota (the “City”) has adopted the following Community Center Rental Rules and Regulations concerning the rental of the City’s Community Center to a member of the public or a group (the “User”) for an “Event.” These Rules and Regulations will be incorporated by reference into any contract between the City and a User.

1. **Reserving the Community Center.** To reserve the Community Center, the User must submit a Community Center Rental Application (the “Application”) to the City Clerk at least \_\_\_\_\_\_\_ days 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 Center Rental Agreement**. After the City has approved an Application, the User must enter into a written Community Center Rental Agreement (the “Agreement”) with the City.

3. **Security Deposit**. A security deposit of $\_\_\_\_\_\_\_ must accompany the Application if no alcohol will be served at the Event. A security deposit of \_\_\_\_\_\_\_ must accompany the Application if alcohol will be served at the Event. 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 will be returned to the User within fifteen (15) days after of the Event if there is no damage to the Community Center or its contents. The City may withhold a portion or all of the deposit if the User does not adequately clean the Community Center 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 the following rental fees for use of the Community Center:

* Flat fee for 3 hours (under 50 people) -- $\_\_\_\_\_\_\_, $\_\_\_\_\_\_\_ for each additional hour (or fraction of an hour)
* Flat fee for 3 hours (over 50 people) -- $\_\_\_\_\_\_\_, $\_\_\_\_\_\_\_ for each additional hour (or fraction of an hour)
* Use of Kitchen -- $50

 The rental hours include the time necessary for set up and clean up. If the Community Center 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 \_\_\_\_\_\_\_days prior to the Event, or on the date of the Agreement if less than \_\_\_\_\_\_\_days remain prior the Event. If the User remains in the Community Center past the ending time stated in the 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 requires an additional 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 \_\_\_\_\_\_\_ days prior to the Event date, no rental fee shall be due. For cancellation requests received less than \_\_\_\_\_\_\_ days prior to the Event date, one-half of the rental fee shall be due. All cancellations must be submitted to the City Clerk 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 Center is \_\_\_\_\_\_\_ persons. Under no circumstance shall the number of persons at an Event exceed the maximum capacity.

9. **Alterations**. The User shall not make any alterations to the Community Center 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 Center.

10. **Building Access.** The Community Center 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 Center 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 Center at any time during the Event.

12. **Designated Area.** Only the area designated in the Community Center 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 Center in as good or better condition than found. All tables and chairs must be returned to their original position. All floors must be swept and mopped. Cleaning supplies are in the janitorial closet. The User must empty all garbage into the dumpster behind the Community Center.

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 for every \_\_\_\_\_\_\_ minors.

17. **Admission Fee.** The User may not charge an admission fee, sell tickets or solicit donations at the Community Center without the express written permission of the City.

18. **Smoking.** Smoking in the Community Center 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 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.

20. **Alcohol Policy.** The possession, use or sale of alcoholic beverages is permitted in the Community Center only under the following conditions:

* Alcohol use is limited to beer, wine and champagne. Kegs are not allowed.
* A liquor license must be obtained prior to the Event if alcohol is served or sold.
* The User must have adequate procedures in place to ensure that no one under the age of 21 is served alcohol and to ensure that no one is served alcohol in an amount to cause intoxication.
* The serving of alcohol must end at least one (1) hour prior to the end of the Event.
* “Bring Your Own Bottle” functions are prohibited.

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 Clerk shall have the authority, subject to appeal of the City Council, to prohibit or limit use of the Community 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 Community Center.

23. **No Discrimination.** The City does not deny access to the Community Center on the basis of race, religion, sex, creed, age, sexual orientation or national origin. Allowing any group to use the Community Center does not imply endorsement of a group’s views by the City.

24. **Accidents/Damage.** Any accidents or damage to the Community Center must be reported to the City Clerk 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.