

**CITY OF EMPIRE
RULES AND REGULATIONS
FOR USE OF THE PUBLIC WORKS BUILDING**

The City of Empire, Minnesota (the “City”) has adopted the following rules and regulations (the “Rules”) regarding rental of its Public Works Building (the “Building”). These Rules are hereby incorporated by this reference into any Lease Agreement between the City and a user (the “User”) for rental of the Building (the “Event”). **This rental is for the rental area of the Public Works Building and the parking area to be used for parking only. It does not include the area outside of the building. You cannot erect outside structures such as a tent. You cannot park in front of the overhead doors.**

1. In order to reserve the Building for an Event, the User must submit an Application to the Clerk - Administrator or Deputy Clerk during regular business hours.
2. Reservations are made on a first come, first served basis. The rental fee is required to hold the date of any reservation. Rental fees may be paid by cash or check. Cancellations for weekend evening rentals are 100% refundable with three weeks prior notice and 50% refundable with less than three weeks notice. Cancellations for all other rentals are 100% refundable with three days prior notice and 50% refundable with less than three days notice. Full refunds are made for any Event cancelled by the City.
3. The City charges the following rates for rental of the Building:

**PARK & RECREATION
PUBLIC WORKS BUILDING RENTAL**

Resident Fees/Non-Profit Groups:

| | |
|----------------------------|------------------------------------|
| Monday-Thursday No Alcohol | \$150.00 + \$150.00 damage deposit |
| Monday-Thursday Alcohol | \$250.00 + \$250.00 damage deposit |
| Friday-Sunday No Alcohol | \$200.00 + \$200.00 damage deposit |
| Friday- Sunday Alcohol | \$350.00 + \$350.00 damage deposit |

Non-Resident Fees:

| | |
|----------------------------|------------------------------------|
| Monday-Thursday No Alcohol | \$200.00 + \$200.00 damage deposit |
| Monday-Thursday Alcohol | \$300.00 + \$300.00 damage deposit |
| Friday- Sunday No Alcohol | \$250.00 + \$250.00 damage deposit |
| Friday-Sunday Alcohol | \$600.00+ \$600.00 damage deposit |

4. After the City has approved an application, the User must enter into a Lease Agreement with the City.
5. The Building is available for use between 7:00 a.m. – 11:00 p.m. All set-up and clean-up activities must be completed during the rental period of the Event
6. The damage deposit is required at least three days before the date of the event and must be paid prior to release of a Building key. A Building key may be picked up Monday through Thursday at the City Hall during regular business hours, by prior appointment. Damage deposits for Residents, Non-Residents and Non-profits may be paid by cash or check.

7. Damage deposits are refunded Monday through Thursday at the City Hall during regular business hours, by prior appointment, after an inspection of the facility has been completed. Damage deposits are fully refundable, less any clean-up costs, damages, lost key, or any other just reason for the City to withhold a portion of the damage deposit pursuant to Minnesota Law. Clean-up fees and damages are determined by the City. **Damages in excess of a damage deposit will be invoiced to the User.** A lost key charge is \$30.00. Damage deposits are fully refundable for any events cancelled by the City.
8. The City will attempt to disclose any stains or damages in the Building prior to any rental. In the event a User notices any other undisclosed damages or stains at the beginning of the event, the User must call the City Hall at that time and leave a detailed description of the damages or stains on the phone recorder at (651) 463-4494.
9. The User is responsible for leaving the Building in as good or better condition as it was when the User found it. A mop is located in the hall closet near the rest rooms. Sponges and dish soap are located under the kitchen sink. There are no other cleaning supplies, trash bags, paper towels, plates, cups, utensils, or pans furnished with the Building rental. Clean-up of the Building shall include the following:
 - a. Chairs and tables wiped clean to prior condition.
 - b. Chairs and tables returned to original configuration after use.
 - c. Sink and counter tops cleaned to prior condition.
 - d. Floors cleaned and/or mopped to prior condition.
10. All trash must be cleaned up and placed in the dumpster, provided by the City, located by first garage. The User shall not make any alterations to the Building without the prior written consent of the City. Alterations include any items that shall be hung, glued, or affixed in any way to the walls, ceiling, floor, windows, or light fixtures of the Building.
11. The User understands that the maximum capacity of the Building is 150 persons. Under no circumstances shall the number of persons at the Event exceed the maximum capacity.
12. The User shall permit City officials, employees, or agents to have access to and to enter the Building at any time during the Event.
13. Any entertainment to be provided at the Event is subject to approval by the City.
14. If persons under the age of 18 will be present at the Event, there must be at least one adult present for every 10 persons under the age of 18.
15. The User may not charge an admission fee, sell tickets, or solicit donations at the Building without the express written permission of the City.
16. Smoking in the Building is prohibited at all times.
17. The possession or use of alcoholic beverages is permitted in the Building only under the following conditions:
 - a. The User must be at least 21 years of age.
 - b. The sale of alcohol is prohibited.
 - c. 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.
 - d. The service of alcohol must end at least one (1) hour prior to the end of the Event.
 - e. Dakota County Deputies are notified of every event when alcohol is served and are asked to make routine checks at such Events. If there is a fee to the City by the Dakota County Sheriff's office for policing the Event, such fee shall be paid by the User.

18. The City, at its discretion, may require the User to obtain liability insurance. If alcohol is available, liability insurance is required. If liability insurance is required, the following requirements shall apply:
- a. A minimum of \$1,000,000 of coverage for liability for injury or death and for property damage including coverage for any and all alcohol related claims under Minnesota Law.
 - b. The insurance policy must be issued by an insurance company licensed to do business in the State of Minnesota, and the City reserves the right to approve said insurer.
 - c. The City must be named as an additional insured on the policy.
 - d. The User must provide to the Clerk-Administrator a certificate of insurance acceptable to the City at least **seven (7)** days prior to the Event.
19. The City shall have the authority to prohibit or limit the use of the Building by a particular User based upon knowledge that the User has caused damage to other public facilities or has an unfavorable history from previous uses of the Building.
20. The User fully waives, releases and discharges the City of Empire and its employees from all claims, damages, actions, causes of action and liability of or in any manner connect with the users use of the facility. The City of Empire is not responsible for theft, damages or injuries to users, guest or their property.
21. The City of Empire does not deny access to the Building on the basis of race, religion, sex, creed, age, sexual orientation, or national origin.
22. The City is not responsible for any personal property belonging to the User or the User's guests, or invitees.