



## **VETERANS MEMORIAL COMMUNITY CENTER RENTAL RULES AND REGULATIONS**

The Veterans Memorial Community Center ("VMCC") provides quality service and making your next event a memorable and successful one.

The City of Inver Grove Heights, Minnesota (the "City") has adopted the following Rental Rules and Regulations concerning the rental of the VMCC facilities to a member of the public, group, or organization (the "User") for an "Event" as described in the Rental Application. These Rules and Regulations are incorporated by reference into all contracts and agreements between the City and User.

The City does not discriminate on the basis of race, color, religion, gender, age, sexual orientation, marital status, disability, national origin, or status with respect to public assistance. Allowing any individual or group to use the VMCC does not imply endorsement of the individual's or group's views or ideology by the City.

### **HOW TO SCHEDULE AN EVENT**

The City Parks and Recreation Department recommends that reservations are made at least two weeks prior to the date of the Event. For detailed facility rental information, packets are available at either the Parks and Recreation office front desk, or The Grove front desk. For additional information regarding reservations and rental, please contact the Parks and Recreation office at 651-450-2585.

### **Rules and Regulations**

The following Rules and Regulations have been adopted by the City to ensure a safe, positive, and healthy environment at the VMCC. Additional rules, regulations, and policies may be added from time to time as circumstances warrant.

### **RESERVATIONS AND SCHEDULING**

To reserve facilities or rooms at the VMCC, the User must submit a VMCC Rental Application (the "Application") to the Parks and Recreation Department. Applications will be accepted during the VMCC's regular business hours. Users are not allowed to rent VMCC facilities on a continuing basis (i.e., daily, weekly, or monthly) without City consent. The City reserves the right to restrict the number of dates an individual or group may reserve. This is to ensure that one group does not dominate use of a particular space and/or schedule.

The City shall give first priority to uses requested by the National Guard. Second, the City shall give priority to all governmental uses and City-sponsored meetings, events, and activities. The priority for all other uses shall be determined on a first-come, first-served basis, following the needs of the National Guard, government entities, and the City.

After the City has approved an Application, the User must enter into a written VMCC Rental Agreement (the "Rental Agreement") with the City and pay all applicable rental fees and security deposits, in the timeframe required by the Rental Agreement. Failure to pay all fees and deposits by the date due in the Rental Agreement shall result in the loss of the reservation.

The minimum age to rent VMCC facilities is twenty-one (21) years of age. Youth groups (groups with children under the age of 18) shall be chaperoned on a ratio of at least one adult for every ten (10) or fewer children under the age of 18. The number of minors attending shall be stated in the Rental Application. Pool groups must provide adult supervision at the following minimum ratios:

- One (1) adult supervisor for every five (5) children ages four (4) and under; and
- One (1) adult supervisor for every ten (10) children ages five (5) and older.

This ratio must be maintained in both the water and on land. The User is responsible for all supervision of the children and the City shall have no responsibility or liability for failure to supervise.

## **RENTAL FEES**

User agrees to pay the City Rental Fees for the use of the VMCC facilities as set forth in the Rental Agreement executed between the User and the City. Full payment of rent is due in accordance with the terms of the Rental Agreement. Failure to pay Rental Fees and Security Deposits when due under the Rental Agreement will result in the loss of the reservation. User must adhere to the hours and Rental Term set forth in the Rental Agreement. The Rental Term includes the time necessary for set up and take down/clean up.

## **CANCELLATIONS/REFUNDS**

No refunds will be issued for cancellations by the User made less than 7 days before the start of the Rental Term. If the User cancels a reservation 7 days or more before the start of the Rental Term, a refund of the rent paid and Security Deposit (if any) will be issued, less an administrative fee equal to 15% of the sum of the Rental Fee and Security Deposit. All cancellations must be submitted in writing to the designated VMCC facilities manager. The City reserves the right to cancel an Event for the reasons set forth in the Rental Agreement. If the City cancels an Event, the User may be entitled to a full refund of any Rental Fee paid and any Security Deposit made.

## **USER GROUP RESPONSIBILITIES**

- Groups claiming non-profit status will be required to submit a MN tax exempt form ST-3 or ST-17.
- User may only use the space as identified and approved on User's Rental Application.
- The User may not sublet the VMCC facility, nor may the Rental Application or Rental Agreement be transferred.
- Users may not offer services already provided by the Inver Grove Heights Parks and Recreation Department, unless specifically pre-approved by the City.
- User may not sell food, beverages, or merchandise upon the VMCC premises, unless specifically pre-approved by the City.
- The User must comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, as well as the VMCC Rules and Regulations contained herein. The City has the right to immediately terminate use of the VMCC during any Event if the User violates any applicable federal, state, or local law, ordinance, rule or regulation or the VMCC Rules and Regulations contained herein. All Rental Fees and Security Deposits shall be forfeited when an Event is terminated for this reason.
- User shall be solely responsible for complying with the applicable requirements of Minnesota Statutes, Section 121A.37 related to youth athletic activities held at the VMCC, including but not limited to making information accessible to all participating coaches, officials, and youth athletes and their parents or guardians about the nature and risks of concussions, and the requirement for coaches and officials to receive on-going training related to concussions. User shall maintain copies

of coaches and officials' certificates of completion and copies of materials provided to parents and participants in youth athletic activities.

## **SECURITY DEPOSIT**

A Security Deposit may be required under the Rental Agreement, as determined by the City. If a Security Deposit is required, the Security Deposit will be held until after the end of the Rental Term and returned to the User within 21 days after the end of the Rental Term, less any amount charged by the City for clean-up, repair, replacement, or damage. The City may withhold a portion or all of the Security Deposit to cover the cost of clean-up, repairs, replacement, or other damages. Any violation of the Rental Agreement or VMCC Rules and Regulations may result in partial or complete forfeiture of the Security Deposit. The amount of the Security Deposit does not limit the liability of the User for any damage or loss suffered by the City.

## **LIABILITY INSURANCE**

The City, in its discretion, may require the User to obtain liability insurance for the Event. If liability insurance is required, the following requirements apply:

- \$1,000,000 minimum coverage
- 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 and acceptable to the City.
- The City must be named as an "Additional Insured" on the policy.
- At least fourteen (14) days prior to the start of the Rental Term, the User must give to the City a certificate of insurance showing the required coverage.

The League of Minnesota Cities Insurance Trust offers a Tenant User Liability Program ("TULIP") that helps individuals and groups protect themselves and their guests at events held at city-owned facilities by providing low-cost liability coverage, including liquor liability, up to \$1 million. To learn more about TULIP, please contact the League of Minnesota Cities or visit [www.ebi-ins.com/tulip](http://www.ebi-ins.com/tulip).

## **PERSONAL PROPERTY**

The City shall not be liable or responsible for any personal property belonging to the User or the User's guests, invitees, participants, members, spectators, agents, volunteers, vendors, contractors, employees, representatives, or servants. The User shall indemnify, defend, and hold harmless the City for any loss or damage to personal property suffered by the User or its guests, invitees, participants, members, spectators, agents, volunteers, vendors, contractors, employees, representatives, or servants.

## **DECORATIONS AND ROOM ALTERATIONS**

The User shall not make any alterations to the VMCC facilities without the written consent of the City. Alterations include, but are not limited to, any items that are hung, glued, taped or in any other way affixed to the walls, ceiling, floor, windows or light fixtures of the VMCC. A decoration and installation plan must be pre-approved. The VMCC reserves the right to remove all decorations that do not meet a pre-approved plan. Any decoration or set-up time must be included in the Rental Term. Confetti and rice are strictly prohibited throughout the VMCC. Tables, chairs, dance floor, staging, and other items of personal property shall not be stored at the VMCC; shall be brought in only during the Rental Term; and must be removed from the facility at the end of the Rental Term (unless authorized by the facility rental coordinator, in which case the User shall release, indemnify and hold the City harmless for all loss or damage occurring to or associated with the personal property). User must supply his/her/its/their own labor and supplies

when decorating. The User is responsible for leaving the VMCC facilities in as good or better condition than found.

## **FOOD/BEVERAGE POLICY**

Users may provide their own food and non-alcoholic beverages or utilize a professional caterer. If an Event involves 100 or more people, or if alcoholic beverages are served or consumed at an Event, a licensed caterer is required. Rentals with fewer than 100 attendees are exempt from using a licensed caterer unless alcoholic beverages are served or consumed at the Event. Renter must notify the caterer of the following regulations:

- No food preparation may take place on-site.
- All food product and waste must be removed off-site following the termination of the Rental Term.
- Specific room set-up instructions and staging requirements must be provided to the City two (2) weeks prior to the Event.
- A decoration and installation plan must be approved by the City two (2) weeks prior to the Event.
- All beverages served or consumed on the VMCC premises must be from non-glass containers.
- All table linens must be removed.
- All caterers must provide a copy of a valid caterer license and proof of insurance at least two weeks prior to the Rental Term.
- See Alcohol Policy below

## **EVENTS WITH ALCOHOL**

- Alcohol is prohibited on the VMCC premises unless specifically approved by the facility rental coordinator as part of the Rental Agreement.
- Sale of alcoholic beverages is strictly prohibited unless it is sold by a licensed alcohol provider.
- If alcohol is approved by the facility rental coordinator to be served at the Event, it shall be limited to service and consumption only inside the VMCC Gymnasium and in no other areas of the VMCC.
- All caterers providing alcohol service must possess a Caterer's Permit to serve alcohol issued by the State of Minnesota's Department of Public Safety and provide a copy of their liquor liability insurance to the City Parks and Recreation Department at least two (2) weeks prior to the start of the Rental Term.
- No alcohol shall be served or provided unless served by a provider (i.e., caterer) with a Caterer's Permit, valid liquor license and proof of required insurance coverage naming the City as an additional insured. (See Insurance requirements above.)
- Users and guests are prohibited from bringing in and/or serving their own alcohol. Alcohol, if served, must be served by a licensed and insured caterer/liquor provider.
- If the User is found to have served alcohol prior to the time indicated in the Rental Agreement or Rental Application, or if a User is found to have violated this alcohol policy in any way, the City shall immediately terminate the Event and declare User in breach of the Rental Agreement.
- 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.
- All beverages served or consumed on the VMCC premises must be from non-glass containers.
- The service of alcohol must end at least one (1) hour prior to the end of the Event.
- "Bring Your Own Bottle" functions are strictly prohibited.

## **VENDORS**

The City maintains a list of vendors (caterers, alcohol service providers, DJs, etc.) with which the City has worked in the past, and which have met the necessary requirements set forth herein. While the City may consider other vendors, the vendors on the City's pre-approved list make the process easier for both the City and the User.

## **SECURITY**

For events in which alcoholic beverages are served or consumed, at least one (1) Inver Grove Heights police officer must be present on site during the time in which alcohol is served for every 250 people in attendance at the Event. The number of required officers is as follows:

- 1 - 250 attendees = 1 officer
- 251-500 attendees = 2 officers
- 501-750 attendees = 3 officers
- 751-1000 attendees = 4 officers
- and 1 officer for each additional 250 attendees

For events in which no alcoholic beverages are served or consumed, the number of required officers is as follows:

- 1 - 249 attendees = No officer
- 250 - 500 attendees = 1 officer
- 501 - 800 attendees = 2 officers
- and 1 officer for each additional 300 attendees

The cost for police coverage at the Event is \$75.00 per hour, per officer. Payment and scheduling of the officer(s) must be coordinated through the facility rental coordinator at least four (4) weeks prior to the start of the Rental Term. Only checks will be accepted for this service and the checks must be made payable to the City of Inver Grove Heights.

## **ENTERTAINMENT AND USE REGULATIONS**

All entertainment must be pre-approved by the City. Events, uses and entertainment that involve gambling, nudity, profanity, violence, fighting, extreme sports, combative sports (such as ultimate fighting), excessive noise levels, weapons, or unlawful, obscene, dangerous, or sexually-oriented activities are prohibited. In addition, Events, uses, and entertainment that, in the City's judgment, are likely to cause damage or injury to persons or to the facility, premises, property, or fixtures are prohibited.

## **SALE OF MERCHANDISE, FOOD, OR BEVERAGES**

User may not sell food, beverages, or merchandise, or allow any other person or party to sell food, beverages, or merchandise, within the VMCC facilities during User's use of the facilities unless User obtains prior written approval from the City and all arrangements have been made with the City.

## **DAMAGES, ACCIDENTS OR INJURIES**

Any accident or injury occurring on the VMCC premises, and any damage to the VMCC property or premises, must be immediately reported to the VMCC manager on duty. If there is no manager on duty, it shall be immediately reported to VMCC staff.

### **SMOKING**

Smoking in the VMCC is prohibited at all times.

## **ACCESS AND HOURS OF OPERATION**

- All Events must be limited to the specific Rental Term set forth in the Rental Agreement and must occur during normal VMCC operating hours unless otherwise approved by the facility rental coordinator.
- Additional Room Attendant fees will apply if an Event is held outside of VMCC's normal operating hours. The room attendant fee is \$15 per hour.
- Staff shall have the discretion to close the Facility in the event that the needs of the National Guard require the exclusive use of the facilities or in case of emergency, mechanical/maintenance problems affecting the rented facilities, inclement weather, or an act of God rendering the facilities unavailable. With respect to weather closures, information will be posted on the City website at [www.ighmn.gov](http://www.ighmn.gov) click on the "weather updates" tab; or call the information line at 651-450-2595.
- The VMCC will be available for access by the User at the start of the Rental Term. Access to the VMCC is only available during normal hours of operation, unless specifically approved by the facility rental coordinator.
- The User shall permit the City's officials, officers, employees, representatives, or agents to have access and to enter the VMCC facilities at any time during the Event.
- Only the area or facilities designated in the VMCC Rental Application and/or Rental Agreement may be used by the User or its guests, invitees, contractors, servants, vendors, members, players, spectators, and participants. All other areas in the VMCC are off limits.

## **PARKING**

All parking at the VMCC is free. Buses are not allowed to park in the lots. Bus parking is available on the side streets surrounding the VMCC.

## **COMMON AREAS/OVERALL BUILDING POLICIES**

- Every User group must be under competent adult supervision. The User shall assume full responsibility for the conduct of all of its members, participants, players, coaches, staff, spectators, invitees, guests, employees, agents, servants, representatives, volunteers, vendors and contractors.
- User shall be liable for all damage to the VMCC facilities and/or property resulting from User's use of the VMCC.
- User shall be responsible for ensuring that all of its members, participants, players, coaches, staff, spectators, invitees, guests, employees, agents, servants, representatives, vendors, contractors, and volunteers comply all applicable laws, ordinances, rules, regulations, policies, and procedures, include but not limited to the VMCC Rental Rules and Regulations set forth herein.
- Children must be kept under direct supervision of adults at all times and kept confined to the rented facilities. The VMCC will not assume responsibility for unsupervised children.
- User shall be liable for all costs of additional cleaning required as a result of User's use of the VMCC. Said amounts shall be taken from User's Security Deposit.
- All Events shall be operated and supervised to the satisfaction of the City. If deemed necessary because of the type of Event or number of people in attendance, the VMCC reserves the right to assign a room attendant and/or licensed police officer to supervise the Event. The cost for such room attendant and/or police officer shall be paid by the User. Licensed police officers are required for Events involving the service or consumption of alcohol. (See above.)
- Organized meetings in common areas of the VMCC are only permitted if organized through the VMCC facilities rental coordinator.
- Parties, gift openings, meetings, and other gatherings are not allowed in common areas of the VMCC.

- For safety reasons, glass containers are not allowed on the VMCC premises, unless expressly authorized by the facility rental coordinator.
- Violation of law and/or the VMCC Rules and Regulations contained herein shall be grounds for immediate termination of the Event and ejection of the User and User's guests and invitees. In such case, no refund will be provided and User's Security Deposit will be forfeited as liquidated damages. A violation of the law and/or the VMCC Rules and Regulations shall be determined by VMCC staff and/or an Inver Grove Heights police officer. Said determinations shall be at the sole discretion of the City. Neither the City nor any of its officers, officials, agents, representatives, servants, contractors, or employees shall be liable to User for any injuries, losses, or damages that may be sustained by the User or its guests or invitees as a result of the City's exercise of its right to terminate an Event or eject a User or User's guests or invitees.
- Violations of these Rules and Regulations may result in denial of future use of the VMCC. Denial of use does not exempt violators from possible prosecution under applicable local, state or federal law, ordinance, or regulation.
- The City and its employees, agents, officers, officials, representatives, servants, or assigns shall not be responsible for items damaged, lost, stolen, left on site, or left in vehicles on the VMCC premises.
- Under no circumstances shall the number of persons at an Event exceed the maximum capacity of the rooms, areas, or facilities which are the subject of the Rental Agreement.

## **RESTRICTING USE**

The facilities rental coordinator and facilities manager shall have the authority, subject to appeal to the City Council, to prohibit or limit use of the VMCC 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 VMCC or other public facilities.

## **ACCOMMODATION**

As a covered entity under Title II of the Americans with Disabilities Act, 1990 (ADA) the City of Inver Grove Heights does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services, and activities. To request an accommodation, please contact the facilities rental coordinator or facilities manager.

For non-City sponsored activities and private rentals, the User is expected to comply with the requirements of the ADA and Minnesota Human Rights Act, and to provide the necessary auxiliary aids and services, and other accommodations necessary for the User's members, participants, and invited guests. Users are encouraged to contact the facilities rental coordinator or facilities manager to discuss accessibility requests.

**UPON REQUEST, A COPY OF THIS DOCUMENT CAN BE MADE AVAILABLE IN ALTERNATIVE FORMATS (SUCH LARGE PRINT, AUDIO RECORDING, QUALIFIED READERS, ETC.) TO ACCOMMODATE THOSE WITH DISABILITIES. PLEASE CONTACT JUDY WONICK AT 651-450-2585 TO MAKE SUCH REQUEST.**