



## Facility Rental Policy

### 1. Booking Details

#### 1.1 Reservations:

The City of Carver books its public facilities (each a “Facility”) up to twelve (12) months in advance. The following facilities are available for rental:

Facility	Seating Capacity	Occupancy	Address
Village Hall/Patio/Kitchen	144	150	316 Broadway
Church-by-the-River	40-50	75	109 Main Street East
Broadway Conference Room	6	6	316 Broadway

Reservations are confirmed when the rental party submits a signed Facility Rental Policy and fifty percent (50%) of the rental fee (unless the reservation is made within thirty (30) days of the event date; in which case the total rental fee, including any damage deposit, would be due) and acceptance is confirmed by the City countersigning the Facility Rental Policy. Reservations can be tentatively held for five (5) business days without the signed Facility Rental Policy and required fees being paid. If the signed Facility Rental Policy and payment are not received within this timeframe, the reservation will be cancelled.

Please contact City Hall at 952-448-5353 to request a tour, reservation, reschedule, cancel an event, or for additional Facility information. Use of facilities will be handled on a first come, first served basis. Application forms may be obtained from the City’s website (cityofcarver.com), at City Hall during normal office hours (8:00 a.m. to 4:30 p.m.), or can be mailed/emailed to the rental party. City Offices and Council Chambers are not available for rent.

#### 1.2 Fees:

All fees for use of the Facility are set forth in the schedule (“Fee Schedule”) adopted by the City from time to time. The Fee Schedule may be obtained at City Hall and is available on the City’s website (cityofcarver.com).

#### 1.3 Rental Balance:

The rental party agrees to pay the remaining balance of the contract no less than thirty (30) days prior to the event date. The City of Carver reserves the right to cancel the Facility Rental Policy if the rental fee balance and damage deposit are not paid when due.

#### **1.4 Damage Deposit:**

The rental party agrees to pay the damage deposit no less than thirty (30) days prior to the event date. The rental party agrees and acknowledges that the City of Carver may use the damage deposit without prior approval of the rental party for any damage, loss, or expense incurred by the City of Carver due to the rental party's use. Deductions may be made for damage, excessive cleaning, or time used beyond the contracted period. The rental party agrees to be responsible for the building, grounds, and equipment associated with their use of the respective Facility. The rental party is liable for the costs to repair all damages incurred by their use, should damage costs exceed the damage deposit. The rental party shall not make any modifications to the property without prior written consent of the City of Carver. The rental party's liability is not limited to the paid damage deposit and any additional cost shall be paid immediately by the rental party. Damage deposit checks are cashed upon receipt and will be refunded, via check, within thirty (30) days following the event.

#### **1.5 Event Rental Period:**

The rental period must include all time needed by the rental party (to decorate, to clean-up, and to allow vendors to set-up and clean-up). The rental party must also make arrangements to ensure all deliveries occur during the allotted rental period and do not interfere with the rental periods of other guests. Events must begin and end at times within the rental period, and everyone must vacate the premises by the end of the rental period.

The storage of food, equipment, and supplies, excluding designated storage lockers, outside of the rental period is prohibited. The storage of alcoholic beverages (for any duration) outside of the rental period is prohibited, which includes but is not limited to, the kitchen area, refrigeration units, and designated storage lockers.

All people and items must be out of the Facility no later than 11:59 p.m. on the day of the event and all doors must be locked by this time. Please allow sufficient time for cleaning. If the rental party either enters the Facility prior to or after the rental period identified in the Facility Rental Policy, additional fees will apply as identified in the Fee Schedule. These fees will be deducted from the damage deposit.

Keys for the Facility can be obtained at City Hall one or two business days prior to the event and must be returned within two business days or put in the drop box at City Hall after the event. If the keys are not returned within the identified timeframe, a fee as identified in the Fee Schedule will be subtracted from the damage deposit.

If keys are not obtained during business hours, Monday through Friday, 8:00 am - 4:30 pm, from City Hall as stated in this Facility Rental Policy, an after-hour access fee as identified in the Fee Schedule will be subtracted from the damage deposit.

#### **1.6 Event Cancellation:**

The following schedule will be used to calculate cancellation fees. All cancellations must be made in writing.

Time Period Before Event/Amount of Refund (applies to Village Hall)

- More than ten (10) business days (100% )
- Less than ten (10) business days – 50%

Event dates and times are not transferrable. Date and time changes are treated as cancellations. No refunds are given for leaving early.

**1.7 Outside vendors:**

If the rental party utilizes any outside vendors, those contracts are made between the rental party and the vendor, and not with the City of Carver.

**1.8 Tables and Chairs:**

No outside furniture may be brought into the Facility without prior written approval. Any requests for outside furniture to be brought in need to be submitted in writing at least thirty (30) days in advance. The City of Carver reserves the right to refuse any and all outside furniture to be brought in. All windows and doors must remain unobstructed during the event.

**1.9 Event Supervision:**

The rental party or designated representative must be present during the entire rental period. In addition, the rental party must be available to review both a pre-activity and a post-activity checklist with the City of Carver staff.

**2. Alcohol**

**2.1 Requirements:**

Alcoholic beverages are only permitted in Village Hall and on the adjoining patio area. Open containers of alcoholic beverages on the public sidewalk or street are subject to prosecution of the State of Minnesota's Open Bottle Law (169A.35).

The City of Carver will have an assigned building host for events at which alcohol is served that will have complete authority over the Facility, equipment, participants, and activities, including the authority to request changes in activities or cessation of activities. There is an additional hourly fee as identified in the Fee Schedule once this service is started until the end of the event. Group 1 (Civic Groups) as designated in this policy and the corresponding fee schedule is exempt from an assigned building host.

**2.2 Sale of Alcohol:**

The City of Carver will not allow alcoholic beverages of any kind to be sold or exchanged for compensation in connection with the use of the Facility, unless such sale or exchange is conducted with an appropriate liquor license (indicating location of alcohol sales) and liquor liability insurance. If admission is charged (in advance or at the door) for an event held at the Facility, and if the admission price includes free access to alcoholic beverages, those items will be considered to have been "sold" or exchanged for compensation.

### **2.3 Required Insurance:**

Alcohol may be served in connection with events at the Facility if they are neither sold nor exchanged for compensation. If alcohol is served to any guests, invitees, patrons of any kind, or any other third parties, the rental party shall assume all responsibility and provide proof of general liability insurance, with a minimum liability limit of One Million and No/100 Dollars (\$1,000,000.00) and which names the City of Carver as an additional insured for such consumption and for all resulting actions and behavior of said person caused or influenced by such consumption of alcohol. Proof of general liability insurance must be submitted to the City of Carver prior to obtaining the keys.

However, if alcoholic beverages are sold to any guests, invitees, patrons of any kind, or any other third parties, the rental party shall assume all responsibility and provide proof of general and liquor liability insurance, which includes host liquor coverage with a minimum liability limit of One Million and No/100 Dollars (\$1,000,000.00) and which names the City of Carver as an additional insured for such consumption and for all resulting actions and behavior of said person caused or influenced by such consumption of alcohol. Proof of liquor liability insurance must be submitted to the City of Carver prior to obtaining the keys.

## **3. Cleaning**

### **3.1 Supplies:**

All cleaning supplies and trash bags will be provided by the City of Carver and will be located at the Facility.

### **3.2 Requirements:**

Please check over the rental space before leaving. Any items left behind will be disposed of. The rental party shall leave the rooms, floors, and all areas used in a clean and orderly condition. The rental party agrees to have read and understood these rules and regulations and will pay for any of the below items not done at the hourly rate as identified in the Fee Schedule, with a 2-hour minimum. This fee will be subtracted from the damage deposit.

### **3.3 Checklist:**

A detailed checklist for cleaning each Facility will be provided to the rental party prior to their event.

## **4. Additional Considerations**

### **4.1 Pets:**

No pets, other than service animals, are allowed in the Facility.

### **4.2 Smoke Free Facilities:**

The Church-by-the-River and the City of Carver's entire City Hall, including Village Hall, patio, commercial kitchen, restrooms, hallways, conference rooms, and entryway are smoke free and tobacco free.

#### **4.3 AV Equipment:**

A projector, screen, and sound system are available in Village Hall. The City of Carver does not provide laptops, laptop cords, connections, extensions cords, converters, and so on. Please schedule a time to test the equipment PRIOR to the event.

#### **4.4 Courtesy and Safety:**

- Equipment abuse, profanity, and fighting are unacceptable behavior and may result in expulsion from the Facility.
- No illegal drugs, firearms, or weapons will be permitted at the Facility.
- The City of Carver and the Carver County Sheriff's Office reserve the right to confiscate any personal alcohol brought on to the premises.
- Children must be directly supervised by an adult 18 years or older. There is no running in the Facility, including the entry area or on the patio.

#### **4.5 Noise:**

The City of Carver's noise ordinance is complaint driven and the rental party may be asked to turn down or turn off any music not meeting the requirements. Any music performed or played outside of the Facility, including the patio area, requires prior written approval from the City of Carver.

#### **4.6 Decorations:**

No rice (including puffed rice or biodegradable rice), birdseed, colored paper confetti, glitter, or other similar materials may be used inside or outside the City of Carver rental facilities. Bubbles are only permitted outside. No fog machines are permitted. Decorations are permitted only in the space reserved. Decorations may not be affixed to the window coverings, sprinkler heads, or hung from the ceiling. Duct tape, tacks, nails, staples, and so on are not permitted to attach decorations. Candles are not permitted. Adhesive materials such as painters tape or command strips are allowed on walls, doors, and windows, but must be removed at the end of the rental. It is the responsibility of the rental party to remove all decorations immediately after the event.

#### **4.7 Liabilities and Deliveries:**

The City of Carver is not liable for the safety and/or security of any property belonging to the rental party or to those persons participating in the use of the property with the rental party. The rental party may not schedule any deliveries outside of the rental time and all deliveries must be signed for by the rental party. The City of Carver staff is not allowed to accept or sign for any deliveries. If a delivery is made, the City of Carver staff is not responsible for delivered items. Items cannot be left in the Facility at the conclusion of the event and must be removed prior to

vacating the Facility. Due to limited space, storage will not be permitted. The rental party waives all negligence claims against the City of Carver for any damage or loss to the property owned by the rental party or in the rental party's care, custody, and control.

**4.8 Access:**

The rental party shall at no time block access to any door of the facility.

**4.9 Outdoor Cooking:**

All outdoor cooking shall be performed in the designated location marked "outdoor cooking area." No grills or other cooking equipment shall be placed or used outside of the "outdoor cooking area."

**5. Legal Requirements**

**5.1 Damage:**

A refundable damage deposit as set forth in the Fee Schedule is required prior to obtaining the keys. The damage deposit will be returned to the rental party after the Facility has been inspected by the City of Carver's staff and no damage is found.

If the premises or any portion of the building (or any equipment contained therein during the term of this Facility Rental Policy is damaged by the act, default, or negligence of the rental party, or of the rental party's agents, employees, patrons, guests, or any person admitted to the premises by the rental party, the rental party will pay to the City of Carver on demand such amount necessary to restore the premises or equipment contained to their present condition. The rental party assumes full responsibility for the character, acts, and conduct of all persons admitted to the premises or any portion of the building by the consent of the rental party or by or with the consent of any person acting for or on behalf of the rental party. The rental party agrees to have on hand at all times, at the rental party's own expense, such police protection as is determined necessary by the City of Carver to maintain order to protect persons and property. All equipment entrusted to the care of the rental party or on the premises during the term of this Facility Rental Policy which becomes lost, stolen, or disappears, shall be the sole responsibility of the rental party. The rental party will be responsible to pay full replacement costs to the City of Carver.

If the rental party fails to comply with each and every term and condition of the Facility Rental Policy, then the damage deposit shall be retained by the City of Carver and be applied to costs and expenses incurred by the City of Carver. The retention and holding of the security deposit for payment of such costs, disbursements, and expenses will not in any manner be considered as payment for any rent due or to become due under this Facility Rental Policy, or in any manner release the rental party from any rents to be paid, or from any of the obligations assumed here, or any damages in excess of the damage deposit.

**5.2 Compliance:**

The rental party will comply with all laws of the United States, the State of Minnesota, and the County of Carver, all ordinances of the City of Carver, and all rules and requirements of the fire department and other municipal authorities of the City of Carver, and will obtain and pay for necessary permits and licenses, and will not do or suffer to be done anything on said premises during the term of this Facility Rental Policy in violation of any such laws, ordinances, rules or requirements. If the attention of the City of Carver is called to any such violations on the part of the rental party or of any person employed by or admitted to said premises by the rental party, the rental party will immediately desist from and correct or cause to be corrected such violations. The rental party will abide by and conform to all rules and regulations adopted or prescribed by the City of Carver, for the government and management of all facilities.

### **5.3 Employees of Rental Party:**

The rental party shall be responsible for all benefits and liabilities for its employees who provide services during the event, including the maintenance of workers' compensation insurance as required by state law. The rental party shall also be responsible for all payments to contractors and any liabilities arising from contractors hired by the rental party.

### **5.4 Indemnification Contract:**

The rental party agrees to save the City of Carver harmless and to indemnify, defend and hold harmless the City of Carver against any claims or liabilities, whether brought by the rental party or by any third parties, for compensation and/or damages under the law and/or rules and regulations of the City of Carver, State of Minnesota, and/or United States of America, including, but not being limited to, all claims made by any persons against the City of Carver under the provisions of the Minnesota Civil Damage Act (more commonly known as "The Dram Shop Act"), all claims based on statutory, regulatory, and common law torts, and all other claims based on public liability and/or property damage liability laws which may arise or accrue by reason of the use of the rental party of the rented premises, regardless of the location, whether on the rented premises or elsewhere, from which such claims may arise. All rental parties serving alcohol shall provide the City of Carver with a Certificate of Insurance providing proof of general liability insurance coverage in an amount of at least One Million and No/100 Dollars (\$1,000,000.00) per occurrence.

### **5.5 Hazardous Activity:**

The rental party will not do or permit to be done anything in or upon any portion of the rental Facility or building, or bring or keep anything therein or thereupon, which will in any way increase conditions of any insurance policy upon the building or any part thereof, or in any way increase the rate of fire or public liability insurance upon the building or property kept therein, or in any way conflict with the regulations of the fire department or with any of the rules, regulations, or ordinances of the City of Carver.

### **5.6 Subletting:**

The rental party will not assign this Facility Rental Policy, or sublet the above-described premises or property.

**5.7 Attorneys' Fees:**

The rental party shall pay reasonable attorneys' fees and costs on behalf of the City of Carver if the City of Carver institutes litigation against the rental party for a breach of the terms and conditions of this Facility Rental Policy, or the City of Carver is made a party to litigation instituted by a third party relating to the demised property and/or the rental party's use. The reasonable attorneys' fees and costs incurred by the City of Carver shall be paid by the rental party whether litigation is prosecuted to judgment or not.

**5.8 Evacuation of Building:**

The City of Carver reserves the right to evacuate the building during any activity in progress where it is deemed necessary for the safety of the general public.

**5.9 Release of the City of Carver:**

The City of Carver will not be responsible for any damage or injury, including theft, that may happen to the rental party or to the rental party's agents, servants, employees, guest, invitees, patrons, other third parties or property from any cause whatever prior, during, or subsequent to the third party covered by this Facility Rental Policy. The rental party hereby expressly releases the City of Carver from and agrees to indemnify the City of Carver against any and all claims for such loss, damage, or injury.

**5.10 Binding Affect:**

All terms and conditions of this Facility Rental Policy shall be binding on the parties, their heirs, representatives, or assigns, and cannot be waived by any oral representatives or promise of any agent or other person of the parties hereto unless the same be in writing and mutually signed by the duly authorized agent or agents who executed this Facility Rental Policy. If any court finds any portion of this Facility Rental Policy to be contrary to law, invalid, or unenforceable, the remainder of the Facility Rental Policy will remain in full force and effect.

**5.11 Revised Terms:**

It is agreed between the City of Carver and the rental party that all the terms of this Facility Rental Policy, including, but not limited to, rental rates, deposits, services, admission fees and charges, and supplies, are subject to revision made by the Carver City Council. The City of Carver shall give the rental party written notice of any revisions approved by the Carver City Council and all such provisions shall be deemed to be an amendment and a part of the Facility Rental Policy unless the rental party gives the City of Carver written notice of repudiation of all the terms of this Facility Rental Policy and surrenders any leasehold interest they may have within ten (10) days after receipt of the notice of revisions from the City of Carver.

**5.12 Security System:**

The City of Carver has a security system in the rental facilities, which may involve recording of events held within the facilities.

**6. Application Form**



All rental requests must be made on the Application Form provided by the City.

**7. Fees**

All fees are in the City’s Fee Schedule.

**8. Signatures**

Signatures:

_____	_____
Rental Party	Date

_____	_____
City of Carver	Date

The rental party signing this Facility Rental Policy (dated March 2, 2020) hereby acknowledges receipt and by signing agrees to all of the terms and conditions within. In addition, the rental party agrees to be responsible for all payments on this Facility Rental Policy.