

**City of Ottertail  
Community Center Rental Policy and Procedure**

Following are policies and procedures set forth by the City of Ottertail for use of the Community Center by a member of the public or a group (the "User/Renter") for an event or meeting. These policies and procedures will be incorporated by reference into any contract or agreement between City of Ottertail and a User/Renter.

1. Community Center Rental Agreement. An agreement will indicate the User/Renter and the City staff providing times of rental, fees, address and contact phone number of person representing the User/Renter. **Agreement must be signed by a responsible representative for the intended date only.** This agreement will require you to indemnify and hold harmless the City of Ottertail of any and all claims against the city.
2. Rental Fees. **User/Rental Fees are due when City Staff confirms date of rental.** Rental hours include the time necessary for set-up and clean-up. At their discretion, if the Community Center is available, city staff may allow the User/Renter to set-up the day before the Event. Non-profit organizations fees may be waived at the discretion of the city council.
3. Keys. **A front door keys will be signed out by renter/user at City Hall prior to community center use and returned immediately thereafter in person or at drop box at City Hall drive through.**
4. Priority of Use. The City of Ottertail shall have first priority for all governmental activities. The priority for all other uses shall be determined on a first-come, first-served basis.
5. Kitchen/Food. User/Renters may provide their own food and beverage or utilize a professional caterer. If the kitchen is used, all dishes, pots and pans, glassware, silverware and other utensils must be washed, dried and returned to original location.
6. Personal Items. The city is not responsible for any items left after an event. All items belonging to User/Renter and brought in should be removed when event or meeting is finished.
7. Clean-Up. The User/Renter is responsible for leaving the Community Center in as good or better condition than found. Tables and chairs must be cleaned and put back into original location. Any spills should be wiped up with a damp cloth. All garbage bagged and left for city staff to dispose. **The air conditioning/heating should be returned to the original setting.** Please inform Community Center Staff of any concerns of the building, equipment or damages.
8. Maximum Capacity. According the State Fire Marshal the capacity of the Community Center is 80 persons. Under no circumstance shall the number of persons at an event exceed the maximum capacity.
9. Alterations. To avoid any permanent damage, User/Renter may not make any alterations to the Community Center without consent of the city staff. Alterations would include any items that shall be hung, glued, taped or in any way affixed to the walls, ceiling, floor, windows or light fixtures of the building.
10. Access by City. The User/Renter shall permit city officials, employees or agents to have access and to enter the Community Center at any time during the Event.
11. Designated Area. Only the area designated in the Community Center Rental Application may be used.
12. Prohibited Area. All areas designated for the City of Ottertail Fire Department are off limits to all Users/Renters including private parties, organizations, for-profit and non-profit groups unless prior arrangements have been made for a **Special Events Permit** and has been approved.

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13. Security. All Events shall be operated and supervised to the satisfaction of the City.
14. Smoking. Smoking at the Community Center is prohibited at all times.
15. Law/Ordinance. The User/Renter must comply with the laws of the State of Minnesota and City ordinances. The City has the right to terminate the use of the Community Center during any Event or meeting if the Renter violates any State laws or City ordinances. All fees shall be forfeited when an Event or meeting is terminated for this reason.
16. Alcohol Policy. The possession, use or sale of alcoholic beverages shall not be permitted in the Community Center unless the following conditions are met:
  - A liquor license must be obtained prior to the Event if alcohol is sold.
  - Alcohol availability only with prior approval and all forms to indemnify and hold harmless the city (rental agreement) for any claims arising out of use of the property for the event or meeting.
  - The User/Renter 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.
17. Insurance Requirements. The City, in its discretion, may require the User/Renter to obtain general liability insurance for any scheduled event or meeting. If general 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 7 days before the scheduled event, the User/Renter must give to the City a certificate of insurance showing required coverage.
  - Low cost insurance is available to any one and may be purchased through LMCIT. Contact City Clerk regarding “TULIP Insurance” (Tenant User Liability Insurance Program).
18. Restricting Use. The City Clerk shall have the authority, subject to the appeal of the City Council, to prohibit or limit use of the Community Center by a particular User/Renter based upon knowledge that the User/Renter 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.
19. No Discrimination. The City of Ottertail is an equal opportunity employer and provider. The City does not discriminate or endorse based on race, religion, sex, age or national origin, or any other protected class under state or federal law.

Adopted as amended this \_\_\_\_\_ day of \_\_\_\_\_.

11/15/2011

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Myron Lueders, Mayor

Attest:

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Elaine Hanson, Clerk-Treasurer