



## RENTAL POLICY

Thank you for selecting one of the rental facilities from the City of Norwood Young America. We are prepared to do whatever it takes to make your event a success. To clearly communicate policy, we ask that you read through this contract and abide by it. A step-by-step checklist is provided on the last page for easy reference. If at any time you have questions, please contact us immediately at 952/467-1800. If an issue arises during non-business hours, please contact the On-Call Public Service Staff at 952/769-7284.

### RENTAL FACILITIES

The City of Norwood Young America has four facilities available for rent.

1. Willkommen Memorial Park Pavilion – 21 Main Street East. Maximum capacity 250.
2. Roy Clay Building – 327 Elm St W. Maximum capacity 100.
3. Lion's Shelter – 417 Elm St W. Maximum capacity 64.
4. Legion Pool Park – 320 Reform St S. Maximum capacity 160.

The rental fee includes the use of the entire building space plus all available tables and chairs.

- City-owned tables, chairs, and carts are not allowed outside of the building.
- Smoking is prohibited inside the facility. At the Pavilion, there is no parking allowed within the park. Lessee may temporarily park, on the paved area, within the park for the minimal time needed to unload/load items for the event.
- All windows will remain unobstructed and all door exits will remain unlocked during the event.

The Lessee has two options if he/she wishes to extend the rental time of the Willkommen Memorial Park Pavilion to include the day before and/or the day after the event.

1. Scheduled Early Entry/Late Exit Fee – Rate \$250 per day: The Lessee may reserve the facility either the day before and/or the day after the event; this can be done at the time of the reservation up to two weeks prior to the event and is based on availability.
2. Non-Scheduled Early Entry/Late Exit Fee – Rate \$125 per day: Two weeks (or less) prior to the rental date, if the facility is not rented the day before and/or the day after the rental date, the Lessee has the option to enter early or exit late by paying the non-scheduled early entry/late exit fee.

The City of Norwood Young America may, through a City Official, employee or a Carver County Sheriff's Deputy, come on the premises at any time for any reason and observe the activities taking place, and all activities shall be both lawful and reasonable.

### HOURS

Keys for the facility can be obtained at City Hall one or two business days prior to the event. Rental begins at 9:00am and ends at 1:30am. The Lessee shall arrange to have all items removed from the building the night of the rental date. If it is found that the Lessee entered the facility prior to 9:00am or left the facility after 1:30am (without prior approval and without paying the early entry/exit late fee), the early entry/late exit fee will be deducted from the damage deposit.

All people and items must be exited from the rental facility by 1:30am. All facility doors must be locked. Keys can be dropped off at City Hall during regular business hours or they can be placed in the payment box which is located in the City Hall parking lot.

## **CANCELATION & REFUNDS**

The Facility Rental Fee is refundable (minus \$50 cancellation fee) if cancellation is more than 180 days prior to the event. Cancellations less than 180 days will not be refunded, however, may be applied to another available rental date within 90 days of the canceled event date.

## **DECORATIONS**

No decorations, banners, signs, etc. can be pinned, nailed, taped, or affixed to the walls, floors, windows, ceilings or rafters unless permission is granted by City Staff. The use of all confetti including metallic, plastic, paper, sand, glitter, birdseed, and rice is prohibited. If you are using balloons, the fans must be turned off.

## **ALCOHOL**

### *Sale of Alcohol*

The liquor license for the Pavilion is currently held by The Pour House Pub - license date is July 1, 2019 to June 30, 2021. All sales of liquor at the Pavilion are required to go through the liquor license holder. To contact The Pour House Pub, call 952/467-2112.

Lessee is required to obtain liquor through the liquor license holder if the event being held is a wedding or if the lessee would like alcohol to be sold at the event. If admission is charged (in advance or at the door) for an event held at the hall, and if the admission price includes free access to alcohol, those items will be considered to have been "sold" or exchanged for compensation and is required to use the services of the liquor license holder.

### *Providing Alcohol at Non-wedding Events, Proof of Liquor Liability*

Lessee has the option to provide alcohol to their guests at no charge for all non-wedding events. If alcoholic beverages are consumed upon said premises by the Lessee or by any guests, invitees, patrons of any kind or any other third parties, Lessee shall assume all responsibility and provide proof of insurance 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 must be submitted to the City prior to the Lessee obtaining the keys. Such insurance is usually obtained by the Lessee's insurance agent as a "rider" under homeowner's insurance. The Willkommen Memorial Park Pavilion has a kegerator/tap available for rent. See the Rental Agreement for the fee.

## **CLEANING**

**The Lessee must provide his/her own cleaning supplies/products. Minimal supplies are kept at the facilities.**

Lessee shall leave the rooms, floors, and areas used in a clean and orderly condition. Lessee is responsible for, but not limited to, the following duties: all tables and chairs should be wiped off and put away, clean and wipe kitchen and bar area, deposit all trash in dumpster outside, and wipe up any large spills. Lessee agrees to leave the hall as was, when the hall was rented to them and releases Lessor of any duties unless stated in lease agreement. The Lessee agrees to have read and understand these rules and regulations and will pay for any of the above not done at the hourly rate established by the City, with a 1-hour minimum.

## **DAMAGE**

A refundable damage deposit is required prior to obtaining the keys. The damage deposit will be returned to the Lessee after the facility has been inspected by City staff and no damage is found. The damage deposit is:

1. \$300 for the rental of the Pavilion.
2. \$200 for all other rental facilities.

If the premises or any portion of the building (or any equipment contained therein during the term of this lease) shall be damaged by the act, default, or negligence of Lessee, or of Lessee's agents, employees, patrons, guests, or any person admitted to the premises by Lessee, Lessee will pay to Lessor on demand such sum as shall be necessary to restore the premises or equipment contained therein to their present condition. Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the premises or any portion of said building by the consent of the lessee or by or with the consent of any person acting for or in behalf of Lessee. Lessee agrees to have on hand at all times, at Lessee's own expense such police protection as is determined necessary by the Lessor to maintain order to protect persons and property. All equipment entrusted to the care of Lessee or on the demised premises during the term of this Lease which shall become lost, stolen, or which shall disappear, shall be the sole responsibility of Lessee. Lessee shall be responsible to pay full replacement costs to Lessor.

Should Lessee fail to comply with each and every term and condition of the Lease, then the damage deposit shall be retained by Lessor and be applied to costs and expenses that Lessor may incur. The retention and holding of the security deposit for payment of such costs, disbursements, and expenses shall not in any manner be considered as payment for any rent due or to become due under his lease, or in any manner release Lessee from any rents to be paid, or from any of the obligations herein assumed, or any damages or costs in excess of the damage deposit.

## **COMPLIANCE**

Lessee shall comply with all laws of the United States, the State of Minnesota, and the County of Carver, all ordinances of the City of Norwood Young America, and all rules and requirements of the fire department and other municipal authorities of the City of Norwood Young America, 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 lease in violation of any such laws, ordinances, rules or requirements. If the attention of Lessee is called to any such violations on the part of the Lessee or of any person employed by or admitted to said premises by Lessee, Lessee will immediately desist from and correct or cause to be corrected such violations. Lessee shall abide by and conform to all rules and regulations from time to time adopted or prescribed by Lessor, for the government and management of said facilities.

## **EMPLOYEES OF LESSEE**

All person(s) hired or whose compensation is paid by Lessee are employees of Lessee, and Lessee is responsible for payment of any required workmen's compensation, unemployment insurance, social security and withholding taxes. Lessee, as employer, shall be responsible for all actions of said employees as the employer thereof.

## **INDEMNIFICATION CONTRACT**

Lessee agrees to save Lessor harmless and to indemnify Lessor against any claims or liabilities, whether brought by Lessee or by any third parties, for compensation and/or damages under the law and/or rules and regulations of the City of Norwood Young America, County 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 Lessor 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 Lessee of the rented premises, regardless of the location, whether on the rented premises or elsewhere, from which such claims may arise. All Lessees shall provide the Lessor with a Certificate of Insurance providing proof of insurance coverage.

## **HAZARDOUS ACTIVITY**

Lessee shall not do or permit to be done anything in or upon any portion of said 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 Norwood Young America.

## **SUBLETTING**

Lessee shall not assign this lease, nor sublet the above-described premises or property, without written consent of Lessor, nor suffer any use of the premises other than herein specified.

## **ATTORNEYS' FEES**

Lessee shall pay reasonable attorneys' fees and costs on behalf of Lessor if Lessor institutes litigation against Lessee for a breach of the terms and conditions of this Lease, or Lessor is made a party to litigations instituted by a third party relating to the demised property and/or the Lessee's use thereof. The reasonable attorneys' fees and costs incurred by Lessor herein shall be paid by Lessee whether litigation is prosecuted to judgment or not.

## **EVACUATION OF BUILDING**

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

## **RELEASE OF LESSOR**

Lessor shall not be responsible for any damage or injury, including theft, that may have happened to Lessee or to Lessee'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 lease, Lessee hereby expressly releases Lessor from and agrees to indemnify Lessor against any and all claims for such loss, damage, or injury.

## **LIEN OF RECEIPTS**

Any sum due Lessor from Lessee for use of premises or any accommodations, services, or materials, shall be a first lien on any receipts of Lessee.

## **MANAGER OF FACILITIES**

Any matter, not herein expressly provided for, shall be in the discretions of the City Administrator, Steve Helget, or the Norwood Young America City Council. If there is an urgent matter with the rental facility during nonbusiness hours, the Lessee can contact the City Administrator at (507) 581-2679.

## **BINDING AFFECT**

All terms and conditions of this Lease shall be binding on the parties, their heirs or representatives, 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 Lease.

## **REVISED TERMS**

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

## **SECURITY SYSTEM**

The City of NYA has a security system at the Willkommen Memorial Park Pavilion.

## **NON-PROFIT / CIVIC GROUP RENTAL**

Non-Profit Groups may receive a discounted rate (according to the current year's fee schedule) with the following requirements:

- Non-Profit group is located within 15 miles of Norwood Young America and
- Must provide proof of non-profit 501c3 status.

The City of Norwood Young America prides itself on maintaining a community where it is "more than a place, it's home." We are grateful for the dedication of the many civic organizations within the community. The City Council has approved for NYA Civic Organizations to use the rental properties that the City owns at no charge.

A Civic Group is defined as: a local service club, veterans' post, fraternal society or association, volunteer fire or rescue groups, or local civic league or association of 10 or more persons not organized for profit but operated exclusively for educational or charitable purposes as defined herein, including the promotion of community welfare, and the net earnings of which are devoted exclusively to charitable, educational, recreational or social welfare purposes.

*Norwood Young America*



## RENTAL CHECKLIST

### PRIOR TO THE EVENT

- \_\_\_ Reserve the date. The rental agreement and the rental fee must be turned to City Hall in order to reserve the date.
- \_\_\_ One or two business days prior to the event, pick up the keys from City Hall.
- \_\_\_ Serving alcohol - you must provide a copy of Liquor Liability Insurance prior to obtaining the keys; this can be obtained by your insurance agent (usually is a "rider" under homeowner's insurance).  
**Absolutely no alcohol may be served if you do not provide this proof of insurance.**
- \_\_\_ Selling alcohol - is only allowed by the establishment that carries the Liquor Permit. The current liquor permit holder is The Pour House Pub. Contact The Pour House Pub at 952/467-2112.

### DAY OF EVENT

- \_\_\_ Hours of rental are from 9:00am to 1:30am. There is no early entry or late exit unless the early entry/late exit fee has been paid. Entering early or exiting late without prior approval and without paying the early entry/late exit fee may result in the damage deposit not being returned in full.
- \_\_\_ When you enter the facility, if it is not clean or if there are any other issues, please contact City Hall at 952/467-1800 during regular business hours (Monday - Friday 8:00am - 4:30pm) or after hours or on weekends call the On-Call Public Service Staff at 952/769-7284 or the City Administrator, Steve Helget, at 507/581-2679.
- \_\_\_ For safety purposes, all doors must be unlocked and all doors and windows must be unobstructed during the event.

### END OF THE RENTAL

- \_\_\_ You are required to leave the facility in the same condition as when you entered it. You must bring your own cleaning supplies. All tables and chairs must be cleaned and put away, counters must be cleaned. The floor must be swept (City staff will scrub the floors). At the Pavilion, rugs must be vacuumed (there is a vacuum cleaner in the coat closet). The sinks and all appliances in the kitchenette must be cleaned.
- \_\_\_ Make sure all outside doors are locked. Keys are to be returned to City Hall the next business day. Keys can be dropped off in the payment box located in the City Hall parking lot during non-business hours.

*Norwood Young America*