



## **FACILITY RENTAL POLICY**

City of Norwood Young America  
310 W Elm Street, PO Box 59  
Norwood Young America, MN 55368  
952-467-1800

### **INTRODUCTION**

The NYA rental facilities are operated and managed by the City of Norwood Young America under the policies and guidelines established by the NYA City Council. This policy promotes the active use of the facility while establishing priorities for use and setting reasonable rules for use of the facilities. Renters are required to abide by it.

### **RENTAL FACILITIES**

The City of Norwood Young America has four rental facilities available:

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.

### **RESERVATION PROCEDURES/DAMAGE DEPOSIT**

A list of the rental charges is included in the Fee Schedule. The reservation is final when the rent has been fully paid along with a signed rental lease. For large events at the pavilion, the facility may be rented the day before or after for \$250 per day. The fee is \$125 if renter waits to book the before/after within two weeks of the event.

The damage deposit will be refunded within sixty (60) days if the premises are found to be in the same condition as existed prior to the event. The inspection will be conducted before any other event is held. The City reserves the right to retain part or all of the damage deposit to pay for any costs of repairs or cleaning made necessary by the renter's use of the facility. The liability of the renter shall not be limited to the amount of the damage deposit. The liability of the renter shall extend to any damage or cleaning costs incurred as a result of the acts of any guest of the event sponsored by the renter.

### **CANCELLATION & REFUNDS**

Any reservation cancellation of the lease must be in written form, served to the City Office personally or by U.S. Mail. If the reservation is cancelled more than ninety (90) days prior to the scheduled rental date, the City will refund all amounts paid. If the reservations are cancelled for any reason ninety (90) days or less prior to the scheduled date, the City shall retain the entire rental amount.

Under certain conditions, the City of NYA may be forced to cancel a rental agreement. Possible reasons for cancellation include, but are not limited to, a declared state of emergency, unsafe environmental or health conditions, or interrupted utility services. In such an event, the renter agrees that the City of NYA shall not have responsibility for anything the renter may suffer or incur due to such a cancellation. The City will attempt to notify the renter as soon as possible if such a cancellation occurs. All fees paid to the City by the

renter shall be refunded to the renter if the reservation is cancelled by the City of NYA for any of the above reasons.

## **GENERAL POLICIES**

The renter is responsible for enforcing the policies of the NYA rental facilities. The renter agrees to follow these policies:

1. Comply with all City Ordinances, Minnesota State Statutes, Federal Laws, and the established rules for the use which apply to the authorized users of the rental facilities.
2. Supervise the conduct of the participants at their event.
3. This is a smoke-free public facility. Damages such as cigarette burns, or smoke damages will be charged to the renter.
4. Illegal gambling is prohibited.
5. The renter shall assume full responsibility for any unlawful act committed in the exercise of the lease.
6. Disorderly conduct of participants is prohibited.
7. All persons and any equipment not owned by the City must leave the rental facility at the end of the contracted time of 1:30 am.
8. No items from the event are to be left overnight. The City of NYA is not responsible for items that have been left during set-up the day before or left behind after the group has exited the facility.
9. Children must always be under the direct supervision of an adult.
10. The renter shall assume all responsibilities for the noise levels per City Code.
11. All bands and audio equipment MUST stop by midnight.
12. Leave the facility, equipment, and parking area in a clean and orderly fashion.
13. Renters will be fully responsible for any damage to the facility or equipment.
14. Any damage to the facility or equipment must be reported as soon as possible to City staff.
15. Trash should be placed in designated containers.
16. One key for the rental facility is given per event. Keys can be picked up from City Hall the day prior to the event. For Sunday rentals, keys can be picked up the Friday before the event. Keys must be returned to City Hall by the following day or placed in the payment box located in the City Hall parking lot.
17. The renter is not allowed to sublease the facility for a secondary event.

The City reserves the right to end any event early if any of the general policies are violated. A violation of these policies may result in a withholding from the renter's damage deposit and may also result in the denial of future use of the rental facility.

## **HOURS**

All rental facilities are available for rent any day of the week, Monday through Sunday. Rental begins at 9:00 am and ends at 1:30 am. The renter shall have all people and items removed from the building the night of the event no later than 1:30 am. If it is found that the renter entered the facility prior to 9:00am or left the facility after 1:30 am, the early entry/late exit fee will be deducted from the damage deposit.

All facility doors must be locked.

## **PARKING AT WILLKOMMEN MEMORIAL PARK (PAVILION)**

There is no parking allowed within Willkommen Memorial Park (pavilion). The renter may temporarily park on the paved area near the pavilion for the minimal time needed to unload/load items for the event. Guests are to use street parking and the municipal parking lot located at 10 1<sup>st</sup> Street SE adjacent to the park.

## DECORATIONS

The renter agrees to the following guidelines when decorating:

1. 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.
2. The use of all confetti including metallic, plastic, paper, sand, glitter, birdseed, and rice must be in a container. Please contact City staff if any questions.
3. Balloons are acceptable; however, the fans must be turned off.
4. Candles are permitted but must be in a container/holder of sufficient size for the candle, so wax does not drip onto the tables or floors.
5. All decorations must be removed from the facility by the conclusion of the event.
6. Damage to the facility and/or equipment may result in a withholding from the damage deposit.
7. The City of NYA has the right to refuse certain decorations.

## ALCOHOL

### *Providing Alcohol at Wedding Events*

All alcoholic beverages consumed and/or purchased must go through the current liquor license permit holder of the Willkommen Memorial Park Pavilion - The Pour House Pub. Absolutely no outside purchased alcohol is allowed on the premise during wedding events. It is the responsibility of the renter to make all arrangements with the coordinator at The Pour House, 952-467-2112.

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

If alcohol is provided at non-wedding events at the Pavilion or any other NYA rental facility, renters must provide documentation of Special Event Liquor Liability before obtaining. Renters shall assume all responsibility for such consumption, and at no time can alcohol be sold. Contact your homeowner's insurance agent to obtain this information. **Absolutely no alcohol may be served if you do not provide this proof of insurance.**

## CLEANING

While the City's cleaning staff does the base cleaning, the renter is ultimately responsible for the following:

- Remove all decorations and personal items from the facility.
- Deposit all trash – including restrooms - in the dumpster provided outside.
- Wipe off all countertops.
- Sanitize and put away all tables and chairs.
- Put all items back in their respective areas.
- Do not remove any item that belongs to the City.

The renter agrees to leave the facility as it was when the facility was rented to them. Failure to follow these cleaning guidelines will result in a withholding from the damage deposit.

## NON-PROFIT / CIVIC GROUP / SCHOOL FUNCTION RENTALS

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 city organizations within the community. The City Council has approved NYA chartered civic groups, NYA chartered non-profit organizations, and District 108 area schools the use of the rental facilities at no charge.

## **MANAGER OF FACILITIES**

Call City Hall at 952-467-1800 during regular business hours, Monday – Friday 8:00 am – 4:30 pm. The On-Call Public Service Staff may be contacted after hours, including weekends, at 952-769-7284.

## **NOTICE OF RESPONSIBILITY/LIABILITY**

The City of Norwood Young America hopes that you and the participants at your event will all have an enjoyable and safe time at our facility. This section is to notify you that the City of Norwood Young America, the operator of all rental facilities, is responsible only to maintain the building and its structural components and systems, such as plumbing, lighting, and electrical, in a safe and operable condition. The City is not responsible for the conduct of persons participating in events held at the facility. It is your responsibility as the renter of the facility and the sponsor of the event to ensure that the participants use the facility in a safe and reasonable manner and obey all laws, including the winter parking ordinance from November 1<sup>st</sup> – April 1<sup>st</sup>.

Likewise, the City is not responsible for the conduct of any persons or businesses hired by you to work at the event, including but not limited to, food caterers, decorators, and/or entertainers hired to service the event. The renter shall take complete responsibility for the conduct of their guests or others present during the rental period and agree to compensate the City of Norwood Young America for all damages to the facility, equipment, or other property owned by the City incurred during the rental period. Furthermore, the renter assumes all liability for any personal injuries, including death, caused at the scheduled event.

Any disputes or claims of liability involving such providers of services are matters strictly between you, the event participants, and the providers. You agree that neither you nor the participants at your event shall file any claim against or involve the City in any legal action regarding such matters.

## **Norwood Young America**