

**APPLICATION FOR USE OR RENTAL OF WATERTOWN COMMUNITY CENTER
AND AGREEMENT FOR ASSUMPTION OF RESPONSIBILITY
AND WAIVER OF LIABILITY**

On behalf of the below named organization, group or individual, the undersigned does hereby request that the Watertown Community Center (facilities) be reserved for its use for the dates and purpose as stated.

On behalf of the below named organization, group or individual, I agree to all of the following terms and conditions together with all other written rules and policies adopted by the City which govern the use of the Watertown Community Center.

1. After use of the facility it shall be cleaned as provided by the general rules and regulations pertaining to the use and rental of the Community Center adopted by the City Council and attached hereto.
2. If clean-up work is not satisfactorily completed the City shall have the facility cleaned and the undersigned agrees to pay for the charges of this clean-up which charges will be based upon the time and expense incurred by the City in making the clean-up required to return the facility to the condition in which it was in prior to the time it was used by the undersigned. I also agree to reimburse the City for any damage or breakage or other expenses incurred by the City arising out of my use of the Center.
3. Abide by all federal, state and local laws regarding the consumption, display and use of alcoholic beverages. The sale of alcoholic beverages is prohibited. No alcoholic beverages shall be provided to minors.
4. The undersigned is familiar with the Community Center and that the facility is in good and clean condition, that it is safe to be used for the purposes set forth above and that the undersigned will not allow any activity to be conducted during the time which it uses the facility which will or could lead to damage to personal property or personal injury to any person whatsoever.
5. The undersigned agrees that it shall be totally responsible for all loss or damage or claims made by any person or any party which concerns use of the facility during the time the undersigned is using the Watertown Community Center. The City shall not be responsible for any loss or damage or claims made by any person or party, it being understood that the sole and complete responsibility for use of the premises lies with the undersigned in case such claims are made. If claims are made against the City, the undersigned, for himself or herself and on behalf of the organization or group the undersigned represents, agrees to defend the City, its officers, council members, employees and agents against all claims made. Further, your undersigned agrees to indemnify and hold the City, its officers, council members, employees and agents harmless from and against any and all claims and liabilities, including attorneys' fees, as to any claims for damages or loss which arise or could have arisen relating to the use of the facility whether occurring on the premise or off-premise, including but not limited to alcohol related incidents, accidental falls, discrimination, rights, etc. by the undersigned. If the undersigned does not defend, indemnify and hold the City harmless pursuant to the provisions of this Agreement, then the City may institute an action against the undersigned and all persons using the premises for recovery of all expenses and costs incurred by the City for failure to defend, indemnify and hold the City harmless pursuant to the provisions of this paragraph.
6. The undersigned further agrees that if the signature of the undersigned is for and on behalf of an organization or group, that the organization or group has expressly authorized the undersigned to make this agreement on behalf of the organization or group and that the organization or group shall be bound by the undersigned's signature. The City may request that the undersigned furnish a certified copy of the resolution of the organization or association authorizing the undersigned to apply for use of the Center if, in its discretion, it so determines necessary. Alternatively, the City may require all members of the organization or association or all of its officers or directors or members as it shall select to sign this Agreement or an addendum to this Agreement to further document this request and agreement to use the facility in the manner provided herein. If the organization or association requesting use of the facility is not incorporated, by signing this request and Agreement, the undersigned understands and agrees that all organization members or members of the group are or could be liable for use of the facility and that all members bear responsibility legally if the facility is not used properly and is not used in accordance with the terms of this request and agreement.
7. The undersigned understands and agrees that the use of the Center is subject to the payment of all fees and deposits as adopted by the City from time to time and that the undersigned will be responsible for the payment of all such fees and deposits as required when due.
8. The full rental payment must accompany this completed application. The undersigned understands this application/request is subject to approval by the City. If the request is approved this request shall become a binding agreement between the undersigned and the City of Watertown and the rental fee shall be cashed. There shall be no refund of the rental fees.

If the undersigned is serving alcohol or charging admission for an event at the Center, the undersigned must maintain personal, event, or commercial general liability insurance in the amount of at least \$1,000,000 per occurrence. The policy shall cover liability arising from the undersigned's use of the facility and operation, including personal injury and contractually

assumed liability. The undersigned must provide a certificate of insurance to the City that identifies the City as an additional insured. GENERAL POLICY GUIDELINES REGULATING THE USE OF THE WATERTOWN COMMUNITY CENTER FOR MEETINGS AND OTHER PURPOSES

1. GENERAL

The Community Center was constructed to serve the general public by providing a facility conducive to the conduct of public business. Since public funds made these facilities possible, the general public is encouraged to use the Community Center. The Community Center is a minimal maintenance facility so it is expected that those who use the facility leave the building in a clean acceptable condition and ready for the next function. The following guidelines are official City Policy designed to promote orderly and appropriate use of these public facilities.

2. WHO MAY USE THE COMMUNITY CENTER

The Community Center shall be generally available for use by area civic, charitable or non-profit organizations and for public and private meetings. It may also be used, subject to availability, for private parties and exhibition. It shall not be used for private or religious ceremonies or for private profit-making activities or any other activity not consistent with the general purpose of the building or these policies.

Use by religious groups, political groups or other special events shall require specific approval by the city council.

Areas available for use include meeting rooms A, B, and C, kitchen, hallways and rest rooms.

Maximum occupancy shall be limited to 275 people.

3. AVAILABILITY AND PRIORITY

The Community Center shall, in general, be available from 8:00 A.M. to 12:00 P.M. Music and serving of food or beverages shall end at 12:00 midnight and the building vacated by 12:30 A.M.

The City Council, Economic Development Authority, City boards and commissions or other organizations recognized by the City hall have priority in the use of the center. Groups or organizations who receive permission for regularly scheduled meetings shall have second priority.

The City reserves the right to cancel a reserved meeting or event if it becomes necessary in an emergency to schedule a special governmental associated meeting or event.

4. APPLICATION FOR USE

Private groups or organizations desiring to use the Community Center must complete an application and submit it to the City. The application needs to be completed only once annually for organizations using the facilities periodically during the year. The application shall be submitted at least two weeks prior to the date for which the reservation is requested. The request will be reviewed in light of these guidelines and the availability of the facilities. The person designated by the City to be in charge of reservations for the Center shall advise the person representing the requesting group or organization of the status of its request as soon as possible. Usage requests are not approved until the person designated by the City has so advised the requesting organization through its applicant/representative.

5. PROCEDURES FOR APPLYING

- A. Requests for use or rental of the Community Center will be handled so far as possible on a first-come, first-serve basis subject to designated priorities.
- B. Application forms may be obtained from the City offices during regular business hours, or may be mailed to the applicant upon request.
- C. Application forms shall be fully completed by the individual representing the requesting group or organization and returned to the City at least two weeks prior to the requested date. Reservations shall not be official until the person designated by the City has signed the application and informed the applicant of its status. Fee deposits must accompany the signed application and rental agreement. All other fees and deposits shall be paid according to the fee schedule as established by the Council. The individual applying for the reservation shall be considered the applicant.
- D. The applicant shall contact the City offices by 2:00 P.M. on the day of, or business day prior to, the meeting or event to pick up a key or arrange entrance into the building.

6. SMOKING AND ALCOHOL USE

No smoking shall be allowed in the Watertown City Hall/Community Center. No gambling of any kind shall be allowed except lawful "bingo" games sponsored by licensed local non-profit organizations. Alcohol may be allowed subject to special rules and regulations.

7. SPECIAL RULES AND REGULATIONS

The City Council shall adopt from time to time as it deems appropriate special rules and regulations pertaining to the specific uses of the facilities. The Council shall also adopt a fee schedule for the rental of the facilities. The general policies, rules and regulations and the fee schedule shall be available to the public and a copy given to all rental applicants.

8. LIABILITY

The City of Watertown or any of its employees or agents shall not be liable in any manner for any claims, injuries, or damages of whatever nature incurred by any person using the Community Center due to the negligence of action of any other party.

RULES AND REGULATIONS PERTAINING TO RENTAL AND USE OF THE WATERTOWN COMMUNITY CENTER

1. The Watertown Community Center is a smoke free facility. Smoking is prohibited in all areas of the Community Center.
2. The use of alcohol is allowed subject to special rules and regulations. No sale of alcohol in any form is permitted or to be provided to minors.
3. Any meeting coming within the purview of the Minnesota "Open Meeting Law" shall conform to all requirements of the Open Meeting Law.
4. The City shall not be liable for any loss, damage, injury or illness incurred by any user of the facility.
5. Food and beverages are allowed as long as the premises are cleaned up pursuant to these rules. The kitchen is a food catering facility only, not a preparation center. The applicant is responsible for furnishing all serving needs (plates, silverware, utensils, service dishes, etc.) Applicant shall provide containers for leftovers. All food and beverages must be removed and all dishes and utensils washed and dried and stored.
6. No rice or confetti shall be used.
7. No decorations, banners, signs, etc., shall be attached to any walls. No tape or tacks shall be used.
8. Upon completion of the use, the facilities shall be cleaned up as follows: *
 - a. Any equipment, supplies or special items brought by the applicant shall be removed.
 - b. All paper, garbage, trash, debris, etc., shall be collected and disposed of properly. Garbage shall be bagged and transferred to the dumpster outside the Community Center at the rear of the building. Aluminum and glass materials shall be placed in the separate recycling containers provided.
 - c. Coffee grounds shall not be placed in sinks.
 - d. Dishes or utensils shall be washed and put away. Dishcloths cleaned.
 - e. All items in the kitchen area shall be returned to an orderly condition and all counter tops shall be wiped. Sinks shall be rinsed and all spills shall be cleaned.
 - f. Tables and chairs shall be wiped off to remove all food and spills.
 - g. Tables and chairs shall be returned to their proper location.
 - h. All floors shall be swept and mopped where necessary. Carpets shall be vacuumed if necessary.
 - i. Doors shall be unlocked during the meeting or event. Doors shall be locked at the end of the meeting or event and light switches turned off.
 - j. Keys shall be returned to the City offices the next business day.

***If these items are not done, a portion of your damage/clean-up deposit may be kept by the City to reimburse for staff time.**

9. The hours of use designated on the application form shall be adhered to.
10. The person signing the application is deemed to be the representative of the group or organization using the Community Center and shall be responsible for compliance with all rules and regulations pertaining to the use of the center.
11. An applicant to rent or reserve use of the Community Center must be a person 18 years of age or older.
12. There shall be no subletting or assignment of reservations.
13. Failure to conform to any policies or rules for use of the Community Center shall be cause for forfeiture of future use privileges.

**SPECIAL REGULATIONS PERTAINING TO USE OF ALCOHOL
IN WATERTOWN COMMUNITY CENTER**

Use of alcohol in the Community Center will be the responsibility of the applicant pursuant to rules and regulations set forth by the City of Watertown. The applicant shall be at all times be in charge of and responsible for the proper use and service of alcohol and the behavior of persons in attendance. There shall be no selling of alcohol in any manner. No alcohol shall be provided to anyone under age twenty-one. No alcohol shall be consumed or taken outside the building. No gambling shall be allowed. The premises shall be cleaned up according to the general requirements of cleanup for the facilities upon completion of the event.

FEE SCHEDULE FOR USE AND RENTAL OF WATERTOWN COMMUNITY CENTER

Rental Fee for:

- A. **RESIDENTS** - \$125.00 one room + \$9.22 tax = **\$134.22**
\$200.00 two rooms + \$14.75 tax = **\$214.75**
\$275.00 three rooms = \$20.28 tax = **\$295.28**
\$10.00/Hour One room by the hour M-F during City Hall Hours=**\$10.74 Per/Hour with tax**
(a resident is a person who resides within the city limits of the City of Watertown)

Rental Fee for:

- B. **NON-RESIDENTS** - \$175.00 one room + \$12.91 tax = **\$187.91**
\$300.00 two rooms + \$22.13 tax = **\$322.13**
\$425.00 three rooms = \$31.34 tax = **\$456.34**
\$15.00/Hour One room by the hour M-F during City Hall Hours=**\$16.11 Per/Hour with tax**

- C. **DAMAGE DEPOSIT** - In addition to the rental charge, a damage deposit shall be made. This shall be refunded after the event provided no damage is done and all areas used are left in a clean acceptable condition. Applicant shall be responsible for any damage or cleaning expense that exceeds the deposit. Damage deposit is \$250.00 for one room and \$500.00 for two or three rooms.

If cleaning and chair/table take down is not completed, a portion of your damage/clean-up deposit may be kept by the City to reimburse for staff time.

- D. **KEY DEPOSIT** - If a key is needed a deposit of \$10.00 per key is required.
- E. **PAYMENT DUE** – All fees are to be paid before the date of the meeting or event. No physical use of the facility shall be allowed under any circumstances unless all fees and deposits have been paid in full.
- F. **SPECIAL FEES** - The City Council may set special fees or vary or waive fees for special conditions or circumstances.

**NO RED
BEVERAGE
OF ANY KIND
ALLOWED
IN THIS
BUILDING**



APPLICATION FOR USE OR RENTAL OF WATERTOWN COMMUNITY CENTER

Applicant/Contact Person: _____ Phone #: _____

Name of Organization: _____

Address: _____

Email Address: _____

Room Desired : Meeting Rooms A _____ B _____ C _____ Kitchen _____

Date(s) of Use: _____

Time of Use: From _____ a.m./p.m. to _____ a.m./p.m.

Purpose of Meeting: _____

Number of Participants: _____

Will a fee be charged or donations solicited from participants: Yes ___ No ___ If so, how much? _____

Will refreshments be served? Yes No What type _____

Will alcohol be served? Yes No What type _____

How will alcohol be served? _____

I HAVE READ AND AGREE TO THE CONDITIONS OF THE ATTACHED CONTRACT.

Date: _____

Name of organization, group or individual

Signature

RESIDENTS - \$125.00 one room + \$9.22 tax = **\$134.22**
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\$15.00/Hour One room by the hour M-F during City Hall Hours=**\$16.11 Per/Hour with tax**

This application/request approved/disapproved by: _____ Date: _____

Rental Fee Received on: Date _____ Amount _____ Check # _____

Custodial Fee Received on: Date _____ Amount _____ Check# _____

Damage and Clean-up Deposit Received on: Date _____ Amount _____ Check # _____

Key Deposit Received on: Date _____ Amount _____ Check # _____

MN Sales Tax Received on: Date _____ Amount _____ Check# _____

(Please return this application to Watertown City Hall,
309 Lewis Avenue South, Watertown, MN 55388. Phone 955-2681)