

# FRANKLIN COMMUNITY CENTER RENTAL POLICY AND PROCEDURE

221 Second Ave. E., Franklin, MN

Following are the policies and procedures set forth by the City of Franklin for the use of the **Franklin 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 the City of Franklin 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 the person representing the User/Renter. **Agreement must be signed by a responsible representative (at least 18 years of age) for the intended date(s) only.** This agreement will require you to indemnify and hold harmless the City of Franklin of any and all claims against the city. *Cancellations must provide at least a 24 hour notice for a refund.*
2. Rental Fees. **User/Rental Fees are due when city staff confirms date of rental.** Rental date(s)/ 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 organization's fees may be waived at the discretion of the city council.
3. Rental Hours: Facility may be rented 7:00 a.m. through 12:30 a.m., vacate by 1:00 a.m.
4. Keys/Doors. The doors may be programmed to be unlocked during your event, or a front door key/fob may be signed out by User/Renter at City Hall prior to the Community Center use and returned within 2 business days following the event.
5. Priority of Use. The City of Franklin shall have first priority for all governmental activities. The priority for all other uses shall be determined on a first-come, first-served basis.
6. Kitchen/Food. User/Renter may provide their own food and beverage or utilize a professional, licensed, and insured caterer. If the kitchen is used, all dishes, utensils, and cookware must be washed, dried and returned to its original location.
7. 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.
8. Clean-Up. The User/Renter is responsible for leaving the Community Center in as good or better condition than when found. Tables and chairs must be cleaned and put back in their original location. Any spills should be wiped/mopped up. All garbage must be bagged and put in the dumpster. Outside of facility free of debris. Thermostats should be returned to the original setting. Please inform city staff of any concerns of the building, equipment, or damages.
9. Maximum Capacity. According to the State Fire Marshal, the capacity of the Community Center is 200 persons. Under no circumstance shall the number of person at an event exceed the maximum capacity.
10. Alterations. To avoid any permanent damage, User/Renter may not make any alterations to the Community Center. 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.
11. 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.
12. Prohibited Area. All areas designated for the Cedar Mountain Cougar Cub Daycare are off limits to all User/Renters.
13. Security. All events shall be operated and supervised to the satisfaction of the city.

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14. **Smoking.** Smoking at the Community Center and on the grounds is prohibited at all times. You are responsible for your guests to adhere to this policy.
15. **Law/Ordinance.** The User/Renter must comply with the laws of the State of Minnesota and City of Franklin Ordinances. The city has the right to terminate the use of the Community Center during any event or meeting if the User/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 alcohol 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 to be 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 and the city requires liquor liability insurance when alcohol is sold.
- 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.
  - The city must be named as an “Additional Insured” on the policy.
  - Low cost insurance “TULIP Insurance” (Tenant User Liability Insurance Program) is available to anyone; for more information, please visit:  
<http://www.lmc.org/media/document/1/tulipflyerfortenantusers.pdf>
- If alcohol is being sold, the following requirements apply:
- User/Renter must obtain a liquor license and liquor liability insurance in the minimum amount of \$1,000,000 per occurrence with the city added as an additional insured. This requirement may also be satisfied by hiring a licensed caterer to serve and sell alcoholic beverages. A caterer is required to meet the same minimum insurance requirements.
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 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 Franklin 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.

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*Please read this document carefully as it is your responsibility to abide by all rules and regulations.*

The Community Center Rental Policy and Procedure is hereby incorporated into and made a part of this Rental Agreement by reference to the same extent and with the same force as if fully set forth herein.

The Community Center Use rules are set up for the continued use and maintenance of the Community Center. This information is for the benefit of all who use the facility as well as the City of Franklin.

The undersigned hereby assumes personal and individual liability for any damages to the facility or equipment occurring through or during the occupancy or use of the facility by the Applicant. The undersigned is responsible for leaving the facility in a condition as good as, or better than, originally found. The undersigned personally and individually accepts liability for all repairs to the facility and/or repair or replacement of any equipment in the event of damage.

In the event that you and/or your guests are unable to adhere to the above stated guidelines, you will be charged an additional rental fee and/or asked to vacate the premises by city staff or law enforcement. By signing below, the applicant acknowledges that he/she is responsible for ensuring that all guests adhere to the above rules and will provide payment for the use of the facility by the assigned date.

*I declare that I have fully read, understand and agree to comply with the rental policy outlined in the attached document (pages 1-5). Further, the undersigned agrees to defend, indemnify and hold harmless the City of Franklin, its elected or appointed officials, agents, employees, and volunteers (hereby collectively referred to as "city") from any claims, demands, suits, losses, costs or expenses including attorney fees, or any damages which may be asserted, claimed, or recovered against or from the City of Franklin by reason of any damaged property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury, or death arise out of or is incident to or in any way connected with the performance of this contract, excepting however, claims arising from the sole negligence of the city. I agree that violation of any of the terms of this agreement may be cause for the event permit to be revoked, without notice, and may result in immediate removal from the premises and forfeiture of my User/Rental fees and deposit.*

### **FEES – Payable to: City of Franklin, 320 Second Ave. E., PO Box 326, Franklin, MN 55333**

Local Service Organization Meetings	Free (provided cleaned per checklist)	
Service Organization Fundraiser	\$65 (provided cleaned per checklist)	
Bloodmobile	Free (provided cleaned per checklist)	
Business Organizations (Local)	\$65 Weekdays, \$100 Weekends	\$100 Deposit
Business Organizations (Non-city)	\$80 Weekdays, \$125 Weekends	\$150 Deposit
Parties:		
Anniversary, Graduation, Reunions	\$65 (Resident-No Alcohol)	\$100 Deposit
	\$100 (Resident with Alcohol)	\$200 Deposit
	\$100 (Non-resident-No Alcohol)	\$100 Deposit
	\$150 (Non-resident with Alcohol)	\$200 Deposit
Wedding Reception/Dance	\$300 (Resident, one-day)	\$300 Deposit
	\$400 (Resident, Friday-Sunday)	\$300 Deposit
	\$500 (Non-resident, one-day)	\$500 Deposit
	\$600 (Non-resident, Friday-Sunday)	\$500 Deposit

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## COMMUNITY CENTER CLEANING CHECKLIST

*Deposits will be refunded provided entire checklist is complete, there is no damage to the facility or its components, the building and grounds are cleaned up, and all personal property is removed.*

- Chairs cleaned and stacked (30 per cart) and placed orderly in the storage room
- Tables wiped clean and stacked (10 per cart, tops up) and placed orderly in storage room
- Windows and doors securely shut
- All countertops and cabinets wiped clean
- All sinks cleaned and rinsed
- Refrigerator wiped clean (inside, outside, handles, shelves, drawers, doors) all items removed
- Building floors (including bathrooms) must be cleaned, swept, and/or mopped immediately after the event; use solution of 1 cup vinegar to 2 gallons of water. NO heavy-duty or commercial floor cleaners are to be used!!!
- Rugs vacuumed
- Walls, windows, and bathroom mirrors clean from any markings
- All garbage bagged and taken to the dumpster (outside in back of the building)
- Turn off all lights; check to make certain the doors are locked.
- No visible signs of use apparent on the grounds or sidewalks (walkways, flower beds and parking lot free from debris, cigarette butts, etc.); empty cigarette receptacles.

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NAME OF USER/RENTER/GROUP \_\_\_\_\_

PRINTED NAME OF PERSON RESPONSIBLE FOR RENTAL \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ WORK NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

RENTAL DATE(S) \_\_\_\_\_

THE CENTER WILL BE USED FOR THE FOLLOWING PURPOSE (please describe activity in detail):

\_\_\_\_\_

ESTIMATED NUMBER OF PERSONS ATTENDING THIS EVENT: \_\_\_\_\_

WILL INTOXICATING BEVERAGES BE USED? YES \_\_\_\_\_ NO \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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**DEPOSITS WILL BE RETURNED FOLLOWING COMMUNITY CENTER INSPECTION**  
*Renter must provide minimum 24 hour notice of cancellation for a refund of rental fees.*

Requested Door Unlock Time: \_\_\_\_\_ Lock Time: \_\_\_\_\_

*You are responsible for Community Center while doors are unlocked*

Door Key/Fob: Yes / No                      Audio/Visual System: Yes / No

Rent Amount: \$ \_\_\_\_\_                      Deposit Amount: \$ \_\_\_\_\_

Amount of Deposit Returned/Forfeited \$ \_\_\_\_\_ If forfeited, reason for forfeiture:

\_\_\_\_\_

Post Rental Inspection by: \_\_\_\_\_ Date/Time: \_\_\_\_\_

City Employee: \_\_\_\_\_