

**CITY OF HAYWARD
HALL RENTAL APPLICATION AND AGREEMENT**

NAME OF RENTER: _____

ALTERNATE CONTACT: _____

NAME OF ORGANIZATION (IF ANY): _____

ADDRESS OF RENTER: _____
Street City State Zip

PHONE: HOME _____ CELL _____
BUSINESS _____ ALTERNATE _____

PURPOSE FOR WHICH FACILITY WILL BE USED: _____

DATE REQUESTED: _____ HOURS FROM: _____ TO: _____

WILL ALCOHOLIC BEVERAGES BE SERVED/ALLOWED AT EVENT? NO YES

WILL RENTER NEED TO DECORATE DAY BEFORE EVENT? NO YES

\$50.00 HALL RENTAL FEE PAID BY RESIDENTS

\$100.00 HALL RENTAL FEE PAID BY NON-RESIDENTS

\$100.00 DAMAGE DEPOSIT

ALL RENTAL FEES AND DAMAGE DEPOSITS MUST BE PAID DURING REGULAR BUSINESS HOURS, OR BY MAIL, TO THE CITY OF HAYWARD P.O. BOX 484, HAYWARD, MN 56043. PAYMENT MUST BE MADE PRIOR TO THE EVENT WITH (2) TWO SEPARATE CHECKS, ONE FOR HALL RENTAL AND ONE FOR DAMAGE DEPOSIT. Rates are effective for reservation made on or after 1/13/2015.

Signed By City:

Signed By Tenant:

Signature & Date

Signature & Date

Print Name

Print Name

HOLD HARMLESS AGREEMENT

I understand that my use of the Hayward City Hall is voluntary and that I am using it for my benefit only, or for the benefit of the group I represent. I agree that my use of the Community Center facility is undertaken at my own risk, or at the risk of the group I represent, and that the City of Hayward will not be liable for any claims, injuries, damages of whatever nature incurred by me or members of my organization due to the negligence of members of my organization, or the negligence of third parties. On behalf of myself and the organization that I represent, I expressly forever release and discharge the city, its agents or employees, from any such claims, injuries, or damages. I also agree to defend, indemnify and hold harmless the City from any claims, injuries, or damages of whatever nature arising out of or connected with the use of the Community Center. I also agree to reimburse the City for any damage, breakage, maintenance, or theft of equipment or real property, beyond the damage deposit figure if so warranted.

RULES AND REGULATIONS FOR COMMUNITY CENTER RENTAL

1. Any group or organization using the Community Center facilities for the purpose of convening a public meeting must conform to Open Meeting Law requirements pursuant to State of Minnesota Statutes.
2. No group or individual(s) shall be discriminated against with respect to use of the Community Center facilities because of race, color, religion, sex, national origin, physical condition, or age; providing however, that in some cases residents and/or organizations of the City of Hayward shall be given preference.
3. **The City of Hayward assumes no liability for loss, theft, damage, injury or illness incurred by the users of the Community Center.**
4. The capacity of the building shall not exceed 75 pursuant to the State Building Code.
5. Pursuant to the Minnesota Clean Indoor Air Act, smoking is prohibited.
6. Per State Fire Code, there shall be no open candles burning. Candles are acceptable inside glass containers only.
7. The group, individual, or organization renting the Hall must provide competent adult supervision for the entire time that participants are in the building or on the surrounding grounds. Children must not be left unattended. The building is not to be left open and unattended.
8. Pursuant to Minnesota Liquor Law Statutes, use of alcoholic beverages is permitted under certain circumstances, providing all licenses, insurance, law enforcement and indemnification clauses are provided for by the user. Those seeking the use of intoxicating beverages must indicate this at the time of application. Any user/renter found to be serving alcohol that has not made prior arrangements will be subject to the following: forfeiture of the \$100.00 Damage Deposit; confiscation of the alcohol by a law enforcement personnel; and the representative of the function will be banned from future rentals of the Community Center.
9. Alcohol may not be sold by anyone other than a licensed vendor. **NO KEGS ALLOWED.**
10. All dances and functions serving alcoholic beverages require a MN law enforcement officer at the expense of the renter.
11. All music shall cease by 12:00 midnight, or at the discretion of the Freeborn County Sheriff's Department. Last call for serving of alcohol shall be at 12:00 midnight. All activities are to cease by 12:30 a.m. and the building is to be vacated by 1:00 a.m.
12. While use of decorations is allowed, use of scotch tape, tacks, nails, or staples for hanging any decoration is not allowed on any wall or ceiling surface. Masking tape is an acceptable means of securing decorations.
13. Chairs, tables, kitchen supplies, serving utensils, etc. ARE NOT TO BE REMOVED from the Center.
14. All groups, organizations, users and renters of the Center shall utilize City supplied cleaning supplies and shall be responsible for immediate cleanup and closure activities, unless other arrangements have been made with the City.
15. Renter shall deposit, with the owner, the sum of \$ **100.00** before using the property. The damage deposit (which should be given as a separate check) is only cashed in the event of damage to the property and/or if the hall is not clean satisfactorily. If there is any damage to the rented property, the deposit will be used to pay for the actual damages or replacements. If the hall is not cleaned satisfactorily the deposit will be used for labor to clean. If the key to the property is lost, the renter is responsible for the cost of a new lock on the front door, and the damage deposit shall be used to pay for the replacement. If repair or other costs exceed the deposit amount, the renter is responsible for the full amount. The deposit check will be returned upon completion of a satisfactory inspection of the property.
16. A complete inspection of the Center will occur the following day or as soon as possible after the rental/use. If Staff determines that it is adequate for future rental without need for additional cleaning or repairs, the damage deposit check will be returned uncashed. If it is not, any costs for janitorial services provided by the City, the rate of which is listed in the fee schedule, shall be withheld the user's/renter's damage deposit check. There will be no advance notification to the user/renter. A list of all cleaning and closure activities is attached to this policy.
17. The renter may not sublease the property without the written consent of the city.

Failure to comply with guidelines or rules established by the City Council regulating the use of public facilities may cause the forfeiture of future use privileges.