

## Gathering Room at Schaar's Bluff Gathering Center Facility Rental Terms and Conditions – 2010

### A. RENTAL TERMS

#### Ia. Weekday Meeting Events include (Monday through Friday):

- Gathering Room and adjacent balcony only. Rental does not include exclusive use of lobby and any exterior gathering and patio space adjacent to the Schaar's Bluff Gathering Center.
- Caterer's kitchen with residential refrigerator/freezer, electric range, microwave, coffee maker and four 2.5 liter air pots (makes 14 – 6 oz. cups) and prep counter
- Facility Attendant for check-in and check-out.
- Audiovisual Equipment (large projection screen, LCD projector w/laser pointer)
- Public address system (2-lapel, 1- hand held and 1- corded microphones)
- Sound system (AM/FM radio, 5 disc CD player, MP3 and iPod adapter)
- Other (floor lectern, media cart, extension cords, 2-easels)
- Flexible room set up
  - Capacity: 75 - banquet style
  - **Rental fee does not include set-up or take down by the County.** Table and chair set up service can be provided for an additional hourly rate.
- Furniture and room accessories including:
  - 75 chairs; 2 children's high chairs
  - 10 rectangular tables (96" x 30") and 10 round tables (72")(both in blue/grey duralite finish)
  - Wood stove and firewood

Gathering Room furniture is not allowed for use outside the Gathering Room.

Internet access and office supplies/equipment are not available at the Gathering Center.

**The client is responsible for restoring the room to its original level of cleanliness prior to check-out.**

#### Ib. Weekend Basic Events include:

All items listed in the Weekday Meeting rental description above and the following services:

- A Facility Attendant for the duration of the event to provide facility coverage and to assist your group.
- A general liability insurance policy (see Section C3).

#### Ic. Weekend Deluxe/Wedding Events include:

All items listed in the Weekday Meeting rental description above and the following services:

- A Facility Attendant for the duration of the event to provide facility coverage and to assist your group.
- A general liability insurance policy (see Section C3).
- Minimal clean up responsibilities required of the Permit Holder—**furniture take down included in rental.**

### 2. Additional charges that may be added for:

- Any additional clearing, cleaning, or set-up by County staff following a meeting, event or performance.
- Additional security personnel when the County determines they are needed in connection with an event.
- Additional rental fees based on hourly rental of events lasting beyond the rental period.

- Additional service based on hourly overtime rates for services lasting beyond the rental period.

**3. Items NOT provided:**

Linens, table skirts, china, glassware, flatware, and cookware are not provided.

4. **Rental Hours:** The Gathering Room is available for rental seven days a week, 365 days a year. Early occupancy allowed only by special permission of the County. Rental hours include:
- |  |                   |
|--|-------------------|
| Sunday – Thursday & Holidays (except for New Year's Eve until 12 a.m.) | 7 a.m. to 10 p.m. |
| Friday – Saturday  | 7 a.m. to 12 a.m. |
5. **Rental Period:** The hours between the confirmed check-in time and the confirmed check-out time stated on the Facility Rental Permit constitute the rental period. The facility will be opened for the Permit Holder at the confirmed start of the rental period and locked at the confirmed end of the rental period stated on the permit. The rental period includes all set-up time by the caterer and/or Permit Holder. Permit Holder, caterers, employees, representatives, contractors, patrons, and guests cannot occupy the facility before or after the rental period. Occupancy of the facility before or after the rental period will result in additional rental fees, which will be deducted from the damage deposit or assessed to the Permit Holder.
6. **Facility Access:** The Permit Holder will meet the Facility Attendant at the confirmed start time of the rental period. The Permit Holder, or designee, must be present as check-in. Late check-ins will be assessed a late check-in fee.
7. **Capacity:** Capacity for the Schaar's Bluff Gathering Room is 75.

**B. RESERVATIONS/PAYMENTS/CANCELLATIONS:**

1. **Confirmation:** A reservation is confirmed once the Parks office has received the rental fee and damage deposit, the final Facility Rental Permit has been signed by the Permit Holder and any other required documentation has been received by the County.
2. **Reservations:** Reservations are accepted 21 or more days prior to the event and up to 12 months in advance.
3. **Payments:** Full rental fee payment and damage/security deposit is required at the time the reservation is made. Cash, check or credit card payments are accepted. Checks not accepted less than 21 days prior to the event. Check payments must be made payable to the Dakota County Treasurer.
4. **Cancellation:** 20% of the rental fee will be retained for cancellations received 21 or more days in advance of the event date. Cancellations received less than 21 days in advance of the event date will be charged 100% of the rental fee. Damage deposits are 100% refundable on all cancellations.

**C. RENTAL POLICIES AND RULES:**

**1. Facility Check-In and Check-Out**

**Check-in:** The Facility Attendant will meet the Permit Holder at the facility at the confirmed start time of the rental period. The Permit holder, or designee, must be present at check-in. Staff will not be available for early check-ins.

**Check-out:** Permit Holder, or designee, must be ready to check out of the facility at the confirmed check-out time.

**Last minute changes to the confirmed check-in and check-out times will result in the loss of the damage and security deposit.**

**2. Food and Catering Service**

**Catering:** Catering must be provided by an organization or individual licensed to provide such service. The County retains the right to exclude caterers or liquor providers if appropriate policies and procedures are not followed.

**Self-Catering:** Self-catering is permitted.

**Concessions are not available.**

**Deliveries/pick-ups:** Delivery and pick-up of equipment, food or other items used for the event must be completed during the rental period.

### 3. Alcohol Policy

The Dakota County Parks Director or authorized agent approves by permit that an event may include possession, use or consumption of alcoholic beverages, **subject to the following conditions:**

- A Facility Rental Permit will be executed by the County, which includes an indemnification clause outlining the responsibilities of the Permit Holder and protecting the County's interests, with respect to the event.
- **Insurance:** Weekend Basic & Weekend Deluxe/Wedding events include liability insurance coverage in the rental fee. For Weekday Meeting events involving alcohol, the Permit Holder is responsible to provide proof OR purchase from Dakota County for \$130 a general liability insurance policy covering the rental period in the amount of \$1,000,000 per occurrence and \$1,000,000 aggregate, naming both the Permit Holder and Dakota County as additional insured parties.
- **Self-catered events:** beer and wine may be **consumed in the rental premises for personal consumption according to the terms in Park Ordinance #107, Section B:**
  - Kegs, or case lot quantities are not permitted.
  - Other alcoholic beverages beyond beer and wine, as defined by State Statute, are not permitted.
  - Cash bars are not permitted.
  - Host bars are not permitted.

**OR**

- **Catered events:** Only a caterer that has a current CATR liquor license issued through the State of Minnesota Alcohol and Gambling Division may serve alcohol at catered events. The same caterer must provide both the food and liquor for the event (per MN State Statute 340.A.404Sub12). It is the responsibility of the Permit Holder to ensure the caterer's license will be current as of the date of the event. All license documentation regarding the caterer must be submitted to the County no later than 21 days prior to the event. The Permit Holder, event members, visitors, employees, representatives, contractors, patrons, and guests or any caterer that does not have a current Minnesota CATR liquor license are not allowed to bring or serve alcohol on the Schaar's Bluff Gathering Center premises.
- Alcoholic beverages may be consumed only inside the Gathering Room and on the balcony adjacent to the Gathering Room.
- Alcoholic beverage service must end at least one half hour prior to scheduled event check-out time, no exceptions.

Violation of the Alcohol Policy will result in termination of the permit and eviction. Rental fees and damage deposit will not be refunded.

### 4. Tobacco Use Policy

Tobacco use is prohibited on any County-owned or operated park property and recreational facilities with the exception of parking lots, roadways, individually rented campsites in County-owned or operated campgrounds, and use of tobacco as part of a traditional Native American spiritual or cultural ceremony.

### 5. Cleaning, Decorations and Damage

**Rental Cleaning Requirements:** Cleaning for Weekend Deluxe/Wedding events is included in the rental fee. For Weekday Meeting and Weekend Basic events, the Permit Holder is responsible for restoring the facility to its original level of cleanliness. **All types of events, including Weekend Deluxe/Wedding events, require the Permit Holder to set up the event furniture.** Weekday Meeting and Weekend Basic events require the Permit Holder to restore the furniture to its default setting prior to the check out time, as outlined in the Facility Check Out Report.

**Decorations:** Use of tape or other adhesives, nails, tacks, screws or similar articles on ceilings, walls, doors, floors, light fixtures, furniture or stone/ plaster surfaces is not allowed. All decorations are to be installed without defacing the building and are subject to approval by the County. Use of confetti, birdseed, rice, glitter, and sand are prohibited. Candles are permitted when used in a fire-safe, enclosed container.

All decorating must be completed and removed during the rental period.

**Damage:** A security/damage deposit is required for use of the Gathering Room to cover the cost of repairing damage that occurs as the result of the Permit Holder's or their group members' use of the facility and to ensure the Permit

Holder and their group members abide by the stipulations listed in the permit. The deposit is returned after the event if the Gathering Room has been returned to its pre-use condition and if the Permit Holder abides by all the stipulations of the permit.

The Permit Holder will fully reimburse the Dakota County Parks Department upon demand for any damages to or destruction of (including the loss of) the building, furniture, equipment, fixtures, grounds, or any other property, real or personal, owned, used or operated by the Dakota County Parks Department, due to any act or omission of the members, employees, representatives, caterers, contractors, patrons or guests of the Permit holder.

#### **6. Indemnification/Liability/Insurance:**

**Indemnification:** Permit holder agrees that if insufficient or inadequate insurance coverage is provided, that they will hold Dakota County harmless and indemnify Dakota County from any and all claims, demands, and causes of action arising from Permit holder's use of specified facility or surrounding grounds, including any attorney's fees and costs related thereto.

**Liability:** Permit holder fully waives, releases and discharges Dakota County and its employees from all claims, damages, actions, causes of action, and liability out of or in any manner connected with the Permit holder's use of the County facility under the Facility Rental Permit.

The Permit holder is to keep all egress passageways open and unobstructed during any meeting, event or performance.

The County is not responsible for theft, damages or injuries to Permit Holder, guests or their property.

The County cannot store or in any way be responsible for materials owned by non-county groups or agencies using County facilities.

- 7. Music/Audiovisual:** Music may be provided by the Gathering Room sound system, by band, or by DJ hired by the Permit Holder. Music must be kept at a level to serve the group and may not disturb other park users.
- 8. Animals/pets:** Animals and pets are not allowed in any park building unless the animal has been specifically trained and certified as an aide for the physically impaired.
- 9. Special Equipment:** Requests to use special equipment must be supplied at the time the reservation is made and may require additional insurance coverage.
- 10. Use by others:** The Permit Holder cannot assign, transfer or subcontract any space or permit others to use any space without the written consent of the County.
- 11. Youth Groups:** Youth groups (participants ages 18 or younger) must be chaperoned on a ratio of one authorized adult per ten youth, or other ratio as deemed necessary by County staff.
- 12. Personal Property:** The Permit Holder must clear all personal property from the premises after each meeting, event or performance unless the County gives written permission for a longer period.
- 13. Conduct:** The Permit Holder is responsible for the conduct of its members, visitors, employees, representatives, caterers, contractors, patrons, and guests while in the Gathering Room, Schaar's Bluff Gathering Center and Spring Lake Park Reserve. Uninvited guests at an event should be brought to the attention of the Facility Attendant.
- 14. Laws:** In using the Gathering Room and conducting any performance, public or private meeting, lecture, concert or other event, the Permit Holder must abide by all laws of the United States, the State of Minnesota, the rules and regulations of all state and federal agencies, all local ordinances and regulation of the Fire Department, Board of Health, Police Department, other city agencies, Dakota County Park Ordinance #107, Facility Rental Permit, and the Rental Terms and Conditions.
- 15. Failure to Comply with Park and Facility Rules and Regulations:** The Permit Holder shall comply with the Spring Lake Park Reserve – Legacy Room – Facility Rental Permit Terms and Conditions, the terms and conditions of the permit issued to them by the County and the requirements of Dakota County Park Ordinance # 107. Failure to do so may result in the County disapproving a request for a permit, canceling an event or seeking other enforcement action authorized by Ordinance 107.