



FACILITY RESERVATION & STORAGE APPLICATION

The application form shall be answered fully and completely by the applicant. The applicant must be at least eighteen (18) years of age to make an application for room rental and/or storage. Requests are filled on a first-come, first served basis. To reserve a facility, payment of the rental fee or damage deposit is required at the time of application.

PART I: CITY FACILITY RESERVATION APPLICATION

Application Date: _____ VOLLMER ROOM

Date(s) Requested: _____ OTHER FACILITY _____

Event Start Time: _____ Event End Time: _____

Event Name/Type: _____

Applicant Name (first, last): _____

Applicant Street Address: _____

City: _____ State: _____ Zip Code: _____

Applicant Mailing Address (if different from above): _____

Primary Phone Number: _____ Alternate Phone Number: _____

Email Address: _____ Drivers License #: _____

Group/Company Name (if applicable): _____

Point of Contact (first, last): _____

Point of Contact Phone Number: _____

THE POINT OF CONTACT MUST BE ON-SITE DURING THE ENTIRE EVENT/ACTIVITY

ROOM CONDITIONS

The City of Winsted will not prepare rented rooms for events. It's the responsibility of the applicant to prepare the room and to place tables and chairs back to the locations that they were found in. If tables and chairs or any other general condition of the room is not addressed, the damage/maintenance deposit will not be refunded.

Consumption or Possession of alcohol, violation of policy rules, or failure to return any city-issued access will result in the forfeiture of the entire damage deposit.

A walk-through with City Staff is required prior to and after the event to determine damages, if any, to the facility.

POLICY AND GENERAL REQUIREMENTS

The City Facilities Rental and Storage Policy provides guidance and standards for rental of meeting and storage space owned and operated by the City of Winsted. Failure to comply with the Policy may result in the loss of privilege to use City facilities and deposits, as described in the policy. Please refer to the policy for a list of prohibited activities when using any City facility. The City of Winsted reserves the right to remove any individual or party from the facility.

APPLICATION FOR WAIVER

The City Administrator or City Council may waive any section(s) of the City Facilities Rental and Storage Policy if the group or organization is eligible, and if doing so would not violate any applicable laws or regulations. Waiver of any particular section does not constitute a waiver for the entire policy, and the City Administrator or City Council may end such waivers at their sole discretion.

If making application for waiver, please check all that apply:

- Waiver of Damage Deposit Fee
- Waiver of Facility Rental Fee
- Other: _____

Reason for Request: _____

FACILITY RENTAL HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

I understand that my use of City of Winsted facilities is voluntary and that I am using it for my benefit only. I agree that my use of these facilities is undertaken at my own risk and that the City of Winsted will not be liable for any claims, injuries, or damages of whatever nature incurred by me or members of my organization due to the negligence of member 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 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 my use of City facilities. I also agree to reimburse the City for any damage, breakage, maintenance, or cleanup costs arising out of my use of said facilities. As used herein, the term "I" refers to the undersigned person acting individually and acting on behalf of the organization mentioned hereinabove, as said organization's authorized representative. The undersigned certifies that the undersigned is authorized by the organization to bind said organization to the terms and conditions of this agreement.

I understand and agree to the conditions and process set forth in the facility use application. I have been provided a copy of the facility use policy for the City of Winsted. I further understand that failure to adhere to all use policies may lead to the forfeiture of my entire damage deposit and requirement to leave the facility immediately without deposit or fee. I further acknowledge that I am liable for all charges and damages from the City of Winsted that go above and beyond my damage deposit.

A SIGNATURE IS REQUIRED TO COMPLETE THIS APPLICATION.

 Signature of Applicant _____ Date

| OFFICE USE ONLY | | | | | |
|---|---|-----------------------------------|-----|-----------------|------------------------------|
| RESERVATION INFORMATION | | RENTAL FEE | | DAMAGE DEPOSIT | |
| Date Application Received: | | Amount Paid: | | Amount Paid: | |
| Date Reservation Scheduled: | | Date Paid: | | Date Paid: | |
| Date Doors Scheduled: | | Pymt. Method: | | Pymt. Method: | CREDIT CARD ONLY |
| Attach copy of DL to original application. | | Staff Initials: | | Staff Initials: | |
| FACILITY INSPECTION & DAMAGE DEPOSIT REFUND | | | | | |
| Date of Initial Inspection: | | Damage Deposit Refund Authorized? | YES | NO | If no, list reason(s) below. |
| Date of Final Inspection: | | | | | |
| Date Damage Deposit Refunded: | | | | | |
| WAIVER | | | | | |
| Waiver Approval or Denial: | <input type="checkbox"/> Approved <input type="checkbox"/> Denied | Reason for Approval/Denial: | | | |
| Date of Approval/Denial: | | | | | |
| City Administrator Initials: | | | | | |

PART II: CITY STORAGE APPLICATION

Application Date: _____

Group/Organization Requesting Storage Space: _____

Group/Organization Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Tax ID # (if applicable): _____

Group/Organization Members Authorized for Access (please include office/title and phone number):

1. _____ (_____) _____ - _____

2. _____ (_____) _____ - _____

3. _____ (_____) _____ - _____

Point of Contact (first, last): _____

Point of Contact Phone Number: _____

Point of Contact Email: _____

List or describe the items that will be stored for your group/organization: _____

List the approximate dimensions or square footage desired for the storage of these items: _____

APPLICATION FOR WAIVER

The City Administrator or City Council may waive any section(s) of the City Facilities Rental and Storage Policy if the group or organization is eligible, and if doing so would not violate any applicable laws or regulations. Waiver of any particular section does not constitute a waiver for the entire policy, and the City Administrator or City Council may end such waivers at their sole discretion.

If making application for waiver, please check all that apply:

Waiver of Storage Deposit Fee

Waiver of Storage Rental Fee

Other: _____

Reason for Request: _____

STORAGE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The undersigned hereby agrees that as a condition of renting storage space from the City of Winsted, I hold harmless and indemnify the City of Winsted, its volunteers and employees from any and all injuries, damages or claims of any nature whatsoever, that I or my property might incur as a result of the use of the City of Winsted's facilities for my/our personal property. The undersigned agrees to compensate the City of Winsted for any damage caused to the City of Winsted's facilities or contents, as a result of the use of same for this storage.

On behalf of the group/organization listed above, I understand and agree to the conditions and process set forth in the city storage application. I have been provided a copy of the storage policy for the City of Winsted. I further understand that failure to adhere to all use policies may lead to the forfeiture of the entire damage deposit and requirement to leave the facility immediately without deposit or fee. I further acknowledge that I am liable for all charges and damages from the City of Winsted that go above and beyond the damage deposit.

A SIGNATURE IS REQUIRED TO COMPLETE THIS APPLICATION.

Signature of Applicant

Date

| OFFICE USE ONLY | | | | | |
|------------------------------|---|-----------------|-----------------------------|-----------------|--|
| STORAGE REQUEST INFORMATION | | STORAGE DEPOSIT | | STORAGE FEE | |
| Date Application Received: | | Amount Paid: | N/A | Amount Paid: | |
| Date Application Approved: | | Date Paid: | N/A | Date Paid: | |
| Date Application Denied: | | Pymt. Method: | N/A | Pymt. Method: | |
| Reason for Denial: | | Staff Initials: | N/A | Staff Initials: | |
| WAIVER | | | | | |
| Waiver Approval or Denial: | <input type="checkbox"/> Approved <input type="checkbox"/> Denied | | Reason for Approval/Denial: | | |
| Date of Approval/Denial: | | | | | |
| City Administrator Initials: | | | | | |

CITY FACILITIES RENTAL AND STORAGE POLICY
CITY OF WINSTED, MINNESOTA
Policy No. P-001



PURPOSE

The City of Winsted, Minnesota (City) may rent certain areas within City Facilities, such as the City Hall, for community events, meetings and other public gatherings. The City may also provide storage area within City Facilities for use by certain organizations. This City Facilities Rental and Storage Policy (Policy) provides guidance and standards for rental of meeting and storage space owned and operated by the City.

City Facilities

For the purposes of this Policy, City Facilities include the City Hall and Winsted Volunteer Fire Department (Fire Department) building. The Public Works Building, Wastewater Treatment Facility and other City-owned property are not generally available for rental or storage purposes and shall only be made available upon approval of the City Council (Council).

GENERAL REQUIREMENTS

Animals

All animals, except for service animals, are prohibited.

Applicants

The City shall only rent meeting and storage space to individuals 18 years of age and older.

Advertisements

Promotional materials shall not advertise City contact information and shall not provide any explicit or implicit endorsement of the event or activity unless authorized by the City Administrator or Council.

Commercial Fees

No fees or payments shall be made at an event authorized under this Policy, except for donations made to qualified non-profit organizations. The City Administrator will determine if an organization qualifies for such an exception.

Decorations

Decorations, signs or other materials may not be affixed to City Facility surfaces, such as doors, windows and walls.

Equipment

City Facilities may be equipped with technology and other equipment, which may be made available at no additional charge. The City will not guarantee the presence of City staff to setup, operate or assist

with operation, or takedown of City equipment. No equipment, including chairs and tables, may be removed from City Facilities.

Fire Department Facility Use

The Fire Department facilities may only be made available through written approval of the City Administrator or his/her designee. Generally, the City will refrain from allowing the use of Fire Department facilities for non–City purposes. Storage of non–City–owned equipment, records, supplies or other materials at Fire Department facilities is prohibited.

General Access

The City will provide access to all appropriate parties authorized under this Policy during regular business hours, unless otherwise approved by the City Administrator or Council. The City will refrain from providing direct access to outside organizations. Direct access shall be construed to mean the distribution of individual badges, keys, key cards or other access materials to outside organizations or their representatives.

Kitchen Area

The kitchen area located in the Vollmer Room of City Hall is intended solely for catered or pre–made meals. This kitchen area is not equipped or licensed for the preparation or cooking of food and such activities are prohibited.

Pre–Event Requirements

All applications for rental or storage rental of City Facilities must include a copy of a valid, State of Minnesota Drivers' License or other government–issued identification and contact information for the party(ies) renting City Facilities. All applicants must supply the appropriate fees and deposits as referenced in this Policy at least twenty–four hours prior to the event or meeting.

Prohibited Items

The possession, sale, storage or use of alcoholic beverages, tobacco, alternative tobacco products (e.g., electronic cigarettes), controlled substances, fireworks or other explosive devices is prohibited. Additionally, the storage of firearms at City Facilities is prohibited.

Restoration of City Property

After an event, City facilities must be restored to their condition prior to the event. If City Facilities are not returned to their original condition, the City may withhold a portion or all of the rental deposit for restoration.

Supervision of Minors

Any events involving individuals 17 years of age or younger must be supervised by an adult, 18 years of age or older. City staff recommend at least one adult for every 10 minors.

RENTAL POLICY

Eligible Events and Organizations

City Facilities, most notably the Vollmer Room, shall be available for use by civic, charitable or non-profit and government organizations as well as for public and private events or meetings. City Facilities shall not be used for religious ceremonies or for private, profit-generating activities, except as described in the Commercial Fees section of this Policy.

Availability of City Facilities

In order to preserve safety or security, certain area of City Facilities may not be made available for rent. These include, but are not limited to: City Council Chambers, the Lewis Room, private City offices and utility rooms. As mentioned above, the Public Works Building and Wastewater Treatment Facility are considered unfit for general public occupation and will not be made available for rental or storage rental purposes.

Generally, City Facilities are only available for eligible events and organizations during the following times:

- Fridays, 5:00 p.m. – 11:00 p.m.; and
- Saturdays and Sundays, 8:00 a.m. – 11:00 p.m.; or
- Other times as determined appropriate by the City Administrator or his/her designee.

City Facilities will not be available on holidays recognized by the Council. The availability of City Facilities may be modified by the City Administrator or Council.

The City maintains priority use of all City Facilities. In event the City must cancel the rental of City Facilities, the City will provide at least a twenty-four (24) hour notice of cancellation. In the event of an emergency, the City will attempt to provide as timely cancellation notice as possible.

Rental Deposit and Fee

Deposit and rental fees will be determined annually through the City Fee Schedule. These fees may be waived, reduced or otherwise modified by the City Administrator or Council if the group or organization meets of the following circumstances:

- The group of organization is a qualified non-profit; AND
- The group of organization does not conduct regular business meetings at another location (for the purposes of this Policy, regular business shall be construed to mean at least four meeting per calendar year); OR
- The group or organization enters into an agreement with the City that controls deposit and rental fees.

Other Requirements

Eligible events and organizations must provide a contact person(s) for all events and meetings conducted at City Facilities. This contact person(s) must remain on-site during the scheduled event.

STORAGE POLICY

Eligible Events and Organizations

The City may provide long-term storage space to civic, charitable or non-profit, or government organizations. City Facilities may not be used to store religious or profit-generating items, excepted as described in the Commercial Fees section of this Policy.

Availability of City Facilities

The City may only provide long-term storage space under the following circumstances:

- If group or organization conducts regular business using City Facilities; AND
- If a group or organization continues to make regular payments required by the City Fee Schedule; AND
- If the group or organization does not propose to use City Facilities already utilized for City purposes or planned for City purposes; AND
- If the storage of items does not complicate, or constitute a threat to, the safety and security of City staff, City Facilities and/or other City property; OR
- If the group or organization enters into an agreement with the City that controls storage deposit and rental fees.

Storage Deposit and Fee

Storage deposit and rental fees will be determined annually through the City Fee Schedule. These fees may be waived, reduced or otherwise modified by the City Administrator or Council if the group or organization meets of the following circumstances:

- The group of organization is a qualified non-profit; AND
- The group of organization does not conduct regular business meetings at another location; OR
- The group or organization enters into an agreement with the City that controls deposit and rental fees.

Other Requirements

For the purpose of storage rental, the City may require a Certificate of Liability Insurance prior to approval of any storage permit.

OTHER REQUIREMENTS

Appeal

Any decision regarding the use of City Facilities may be appealed to the City Administrator within five business days of the decision. Upon appeal, the City Administrator shall provide a written response to the interested parties within five business days. If the party(ies) in question are not satisfied by this appeal, they may appeal the City Administrator's decision to the Council within five days of the City

Administrator's decision. The appeal in question will be considered at the next regularly scheduled Council meeting.

City Access

City staff shall have unlimited access to City Facilities during approved events and meetings and may issue directives to ensure compliance with this Policy and other applicable laws and regulations. Failure to comply with directives from City staff may result in cancellation of the event or meeting. If such cancellation occurs, the City shall not refund any deposit or rental fees.

City Exception

Official City events, meetings and programs, as determined by the City Administrator or Council, are exempt from this Policy.

City Indemnification

Any party(ies) making use of City Facilities under this Policy will agree to defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of City Facilities, or from the conduct of the party's business, or from any activity, work or thing done, permitted, or suffered by party in or about City Facilities, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

Forms

All agreements, applications, permits or other documents required under this Policy shall be provided in a form or forms as determined by the City Administrator.

Non-Discrimination

The City shall not discriminate on the basis of gender, gender expression or identity, age, national origin (ancestry), disability, marital status, sexual orientation or military status, in any of its activities or operations.

Right to Refuse

The City reserves the right to refuse use of City Facilities to any individual or organization if the proposed use does not conform to this Policy or any individual or organization that previously violated this Policy. The City Administrator or Council shall determine if such action is appropriate.

Termination

The City in their sole discretion may terminate any storage arrangements or agreements upon a 30-day notice to the appropriate party(ies).

Violation of Policy

Failure to comply with this Policy may result in the loss of privilege to use City Facilities, as described in this Policy. In the event of a violation, City staff shall:

- First violation: verbal warning;
- Second violation: written warning;
- Third violation: loss of use of City Facilities.

An egregious violation, as determined by the City Administrator or Council, may result in immediate and permanent loss of the privilege to use City Facilities, as described in this Policy.

Waiver

The City Administrator or Council may waive any sections of this Policy, if doing so would not violate any applicable laws or regulations. Waiver of any particular section does not constitute a waiver for the entire policy and the City Administrator or Council may end such waivers in their sole discretion.

Late Updated

DT, 01/2016; DT 06/2016

Amended by the City Council this 15th day of November, 2016.



Steve Stotko, Mayor

Attest:



Raquel Kirchoff, City Clerk-Treasurer