



## Dayton Activity Center Rental Policy

18461 Dayton Street, Dayton, MN 55327

This application, security deposit, rental fee, Insurance certificate if applicable, and a copy of your photo ID must be submitted to **Dayton City Hall, 12260 S. Diamond Lake Road**. If paying with a check, it must be submitted no later than thirty (30) days prior to the event. Please make checks payable to the **City of Dayton**.

The City of Dayton, Minnesota (the “City”) has adopted the following Dayton Activity Center (the “DAC”) Rental Rules and Regulations concerning the rental of the Dayton DAC to a member of the public or a group (the “User”) for an “Event”. These rules and regulations will be incorporated by reference to any contract between the City and the User.

1. **Reserving the DAC-** To reserve the DAC, the User must contact the DAC Coordinator to check availability and discuss intended use. Upon approval of DAC Coordinator, User must submit a signed DAC Rental Agreement (the “Agreement”) to the Dayton City Hall at least thirty (30) days prior to the Event unless other arrangements are made with the City.
2. **Deposit-** A deposit of \$300.00\*\* MUST accompany the Agreement. The deposit will be returned if the Event is cancelled for any reason by the City. The deposit will be returned within fifteen (15) business days after the event if there is no damage to the DAC or its contents. The City may withhold a portion or all of the deposit if the User does not adequately clean the DAC following the Event. The deposit may also be withheld if the Key FOB is not returned after the event. FOB should be left in drop box at the end of event after cleaning and locking up. The amount of the deposit does not limit the liability of the User for any damage or loss caused by the User or the Users guests and invitees.
3. **Cancellation/Refund Policy-** The renter may cancel a reservation by giving written notice to the DAC Coordinator. The deposit will be fully refunded for events cancelled more than 60 days in advance of the event. One-half of the deposit will be refunded for events cancelled 30 to 60 days prior to the event. No deposit will be refunded if the event is cancelled less than 30 days prior to the event. If the City cancels the event, the User shall be entitled to a full refund of any rental fees paid.
4. **Rental Fee-** The City charges the following rental fees for use of the DAC.

### Rental Rates Weekday (M-Th)

	Full Day (8a-4p)	Hourly <i>(maximum of full day rate)</i>
Resident	\$150.00	\$40.00
Non-Resident	\$175.00	\$45.00
Non-Profit <i>(must show proof of 501 status)</i>	\$100.00	\$25.00
Civic Group <i>[501(c)(3) or 501(c)(4) ie-Scouts or Lions]</i>	\$100.00	\$25.00*

\*Civic Groups have free rental, with security deposit, M-Th, 4p-9p

\*\*Civic Groups have a security deposit of \$150

*(Rev 11/16/19)*



**Rental Rates Weekend (Fri-Sun)**

	<b>Full Day (10a-12a)</b>	<b>Hourly**</b>
Resident	\$250.00	\$65.00
Non-Resident	\$275.00	\$70.00

*\*\*Hourly rates Fri-Sun are available no more than 45 days ahead of event date.*

The rental hours include the time necessary for set up and clean up. The rental fees are due at least thirty (30) days prior to the Event or on the date of the Agreement. If the User remains in the DAC past the ending time stated in the Agreement, the deposit will be forfeited and kept by the City. The User may not sublet the facility, nor may the application be transferred or assigned.

5. **Priority of Use**- The City 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. **On-Going or Regular Rentals**- If you rent the DAC for recurring events through the year or have an ongoing rental, all fees are due thirty (30) days in advance of rentals. If a cancellation is received in time, a refund would be issued.
7. **Maximum Capacity**- The maximum capacity of the DAC is 173 persons. Under no circumstances shall the number of persons at an Event exceed the maximum capacity.
8. **Alterations**- The User shall not make any alterations to the DAC without the written consent of the City. Alterations include any items that shall be hung, glued, taped or in any other way affixed to the walls, ceiling, floor, windows or light fixtures of the DAC. NO confetti, glitter, rice, seed, or beads are allowed. Candles used for decorations must have flames contained.
9. **Building Access**- The DAC will be available for access at the time reserved and arrangements must be made with the DAC Coordinator to pick up key FOB before the Event. The User shall ensure that everyone is out of the building before leaving and is responsible for locking the DAC following the Event. Key FOB must be returned to the DAC Coordinator or drop box by the end of the Event.
10. **Access by City**- The User shall permit the City's officials, employees or agents to have access and to enter the DAC at any time during the Event.
11. **Designated Area**- Only the area designated in the DAC Rental Agreement may be used. Any offices of other private areas are off limits.
12. **Clean-up**-The User is responsible for leaving the DAC in as good or better condition than found. If the building is not left in acceptable condition, the deposit will be forfeited. All tables and chairs must be returned to their original position, all floors and countertops should be free of debris, and personal items should be removed. The User must empty all garbage into the garbage bins behind the DAC.
13. **Entertainment**- All entertainment must be preapproved by the City. Music must end by 11:00pm. The volume of the music should not extend beyond the DAC property at any time.
14. **Security and Conduct**- All Events shall be operated and supervised to the satisfaction of the City. The City may require, as a condition of approval of the application, that one or more police officers are present at the Event at an additional cost. Events where attendance is expected to exceed 100 or more people and that

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are serving alcohol will be required to hire security through the City at a rate of \$80 per hour with a minimum of 3 hours. The security must be present from the start of the alcohol serving through the end of the event. All City Ordinances, State Statutes, Federal Laws and establish policies of the DAC must be complied with during the authorized use of the DAC. **All fees shall be forfeited when an Event is terminated for this reason.**

At their discretion, DAC staff, his/her authorized representative or a security officer may:

- a. Order the removal of any offender.
  - b. Order immediate removal of all intoxicating liquor from premises.
  - c. Revoke the permit immediately and order all persons from the premises.
15. **Minors-** If persons under the age of 18 will be present at the Event, there must be at least one adult present for every 6 minors. At the discretion of the City, teenage parties of any size may be required to hire security personnel through the City at \$80 per hour with a minimum of 3 hours.
  16. **Admission Fee-** The User may not charge an admission fee, sell tickets, and solicit donations at the DAC without the express written permission of the City.
  17. **Smoking-** Smoking in the DAC is prohibited at all times, and must be done at designated areas outside the building.
  18. **Kitchen and Food-** Users hosting private events may provide their own food and beverage or utilize a professional caterer. Events serving or selling to the public may not cook or do food preparation in the kitchen. If food is to be sold or served to the public an Itinerant food license must be purchased through Hennepin County. Proof of license must be submitted to the City no later than fourteen (14) days before the event.
  19. **Alcohol Policy-** The possession, use or sale of alcoholic beverages is permitted in the DAC only under the following conditions:
    - A liquor license must be obtained prior to the Event if alcohol is sold.
    - The User must have adequate procedures in place to ensure that no one under the age of 21 is served or consumes alcohol, and to ensure no one is served alcohol in an amount to cause intoxication.
    - Consumption of intoxicating beverages must stop at the conclusion of the event or at 12:00 a.m. whichever occurs first.
    - Final service of intoxicating beverages (last call) is 30 minutes before consumption must stop.
    - "Bring your own Bottle" functions are prohibited.
    - Applicant must provide a copy of Certificate of Insurance showing proof of Liquor Liability Insurance when alcohol is sold. If alcohol is served but not sold, Applicant must provide proof of general liability insurance that includes "host liquor" coverage. Please see insurance requirements below.
  20. **Insurance Requirements-** The City, in its discretion, may require the User to obtain general liability insurance. When insurance is required (general liability and/or liquor liability) the policies and the Certificate of Insurance must name the City, its officials, employees, and agents, as additional insureds. If liability insurance is required, the following requirements apply:
    - \$1,000,000 per occurrence minimum coverage.
    - 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 and that is acceptable to the City.
  - The City must be named as an “Additional Insured” on the policy.
  - At least fourteen (14) days prior to the Event, the User must give to the City a Certificate of Insurance showing the required coverage.
  - The City reserves the right to modify these insurance requirements.
21. **Restricting Use**- The DAC Coordinator shall have the authority, subject to appeal of the City Council, to prohibit or limit the use of the DAC by a particular User based upon knowledge that the User has caused damage to other public facilities or when disruption, damage, theft or other unfavorable history is recorded from previous use of the DAC.
  22. **No Discrimination**-The City does not deny access to the DAC on the basis of race, religion, sex, creed, age, sexual orientation, national origin, or any other protected class under State or Federal law. Allowing any group to use the DAC does not imply endorsement of a groups’ views by the City.
  23. **Accident/Damage**- Any accidents or damage to the DAC must be reported to the DAC Coordinator following the Event.
  24. **Personal Property**- The City will not be responsible for any personal property belonging to the User or the Users’ guests or invitees.
  25. **Parking**- No parking is allowed on the east side of the fire station building where marked.



## Dayton Activity Center Rental Agreement

18461 Dayton Street, Dayton, MN 55327

This application, security deposit, rental fee, insurance certificate if applicable and a copy of your photo ID must be submitted to **Dayton City Hall, 12260 S. Diamond Lake Road.**

### Please complete the following:

Renter/Organization Name \_\_\_\_\_

Organization Contact Name, if applicable \_\_\_\_\_

Email \_\_\_\_\_

Daytime Phone \_\_\_\_\_ Evening \_\_\_\_\_ Cell \_\_\_\_\_

Address \_\_\_\_\_  
Street City State Zip

Date(s) of Rental \_\_\_\_\_ Number of People Expected \_\_\_\_\_

Set-up Time \_\_\_\_\_ Event Start & End Time \_\_\_\_\_ Exit Time \_\_\_\_\_

Purpose of Rental \_\_\_\_\_

Is this a public (*an open invitation was sent out to the general population*) or private event (*i.e. wedding, family reunion, etc*)?

Public  Private

Licensed caterer used?  Yes  No *Using a licensed caterer may change licenses required.*

Will alcohol be present?  Yes  No Event Insurance obtained?  Yes  No

Will alcohol be sold?  Yes  No Liquor License obtained?  Yes  No

*Security is **required** for events of 100+ people that are serving alcohol.*

Security Needed?  Yes  No Number of Hours \_\_\_\_\_ x \$80/hr = \$ \_\_\_\_\_

Rooms you are using?  Kitchen  Main Room

Will food be served?  Yes  No

***If food is served or sold to the public, you must obtain an Itinerant License thru Hennepin County***

Food License obtained?  Yes  No

Damage Deposit \$ \_\_\_\_\_ Rental Fee \$ \_\_\_\_\_ *See rental policy for fee schedule*



This application, damage deposit, rental fee, insurance certificate if required and copy of your photo ID must be returned to Dayton City Hall. Please make checks payable to the City of Dayton. Your reservation will not be made until the City receives application, deposit, and a copy of your photo ID. The remainder of the rental fees are due no later than thirty (30) days prior to the Event. Insurance, if needed, is due no later than fourteen (14) days prior to the Event. They may be submitted by mail, dropped off during office hours, or placed in the payment drop box in front of City Hall.

The Certificate of Insurance must name the City, its officials, employees, and agents, as additional insureds. The minimum limits are \$1,000,000 of general liability insurance per occurrence. If alcoholic beverages are served, the general liability insurance must include "host liquor" coverage. If alcoholic beverages are sold, you must also provide proof of liquor liability insurance meeting the above minimum limits and additional insured requirements.

The Minnesota Data Practices Act requires that we inform you of your rights about the private data we are requesting on this form. Private data is available to you, but not the public. We are requesting this data to determine your eligibility for a rental from the City of Dayton. You are not legally required to provide this data, however, refusing to supply the data may cause your agreement to not be processed. This data can be shared by City of Dayton staff and the City Council. Your signature on this application indicates you understand these rights.

**INDEMNIFICATION:** The undersigned agrees to defend, indemnify, and hold the City, its officers and employees, harmless from any liability, claim, damages, costs, judgments or expenses, including attorney's fees, resulting directly or indirectly from an act or omission including, without limitation, professional errors and omissions of event promoter, its agents or employees, arising out of the conduct of the activity authorized by this agreement and against all loss caused in any way by reason of the failure of the event promoter to fully perform all obligations under this section.

By signing this agreement, I acknowledge the receipt of and agree to follow the Rental Policy which is hereby incorporated into this agreement. I understand that a portion or all of my deposit may not be returned if these policies are not followed. I authorize the City of Dayton to file a claim against my insurance company.

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

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

**For Office Use Only**

Copy of Driver's License Attached  Copy of Rental Deposit Check Attached

Damage Deposit Paid Date \_\_\_\_\_ Amount \_\_\_\_\_ Cash \_\_\_ CC \_\_\_ N/A \_\_\_ Check # \_\_\_\_\_

Rental Fee Paid Date \_\_\_\_\_ Amount \_\_\_\_\_ Cash \_\_\_ CC \_\_\_ Check # \_\_\_\_\_

Security Fee Paid Date \_\_\_\_\_ Amount \_\_\_\_\_ Cash \_\_\_ CC \_\_\_ Check # \_\_\_\_\_

Damage Deposit Returned Date \_\_\_\_\_ Amt. Returned \_\_\_\_\_

Damage Deposit Not Returned- Reason \_\_\_\_\_

Notification of deposit forfeiture sent to renter on \_\_\_\_\_

FOB # \_\_\_\_\_ Issued to \_\_\_\_\_ Date \_\_\_\_\_

FOB Returned Date \_\_\_\_\_