

Facility Rental Procedures for Rental Contract

The Stillwater Community Center establishes the following procedures for the rental of any room or other property of the facility.

1. Any person or organization wishing to rent any room or other space at the Community Center must complete and submit a written application. The written request shall include the name, address, telephone number, and place of employment of the person responsible for the event. The request shall describe the specific nature of the proposed event, indicate the number of people expected for the event, list the name and address of any organization or business sponsors, and any other relevant information that will enable the Stillwater Community Center Manager or designee to determine if Community Center facilities can be leased for the proposed use. An applicant may appeal a denied request to the Community Center Advisory Board and may present reasons why the application should be approved. No agreement or commitment to provide a room or other such space at the Community Center shall exist unless the application is approved and a rental contract is signed by the Community Center manager or designee and also signed by the person whose name appears on the application and the contract.

2. When a contract is signed for any room rental or rental of other space at the Community Center, the person whose name appears on the contract accepts all civil liability for any damage or injuries that are sustained as a result of the rental of the room or other such space at the Community Center.

3. Any person wishing to rent any room or other space at the Community Center where low point beer is consumed or sold shall be provided a copy of these procedures and the Alcohol Use Policy along with a rental application. No low point beer may be consumed outside of the specific rooms or areas rented. Under the provisions of the Alcohol Use Policy, no low point beer may be sold or consumed on the premises of the Community Center on any Sunday.

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4. DISPENSING OF ALCOHOLIC BEVERAGES ON COMMUNITY CENTER PROPERTY IS SPECIFICALLY PROHIBITED. Low point beer may be dispensed only under the following guidelines: The written application shall describe in detail how the beer will be delivered to guests and who will be responsible for dispensing it. If beer is to be sold at the event, the application shall additionally include information about the vendor and state how said person or entity is licensed. The person or organization hosting any event where low point beer is to be consumed shall provide the City with a copy of liability insurance. Liability insurance required is \$25,000.00 for property loss

per claimant arising out of a single act, accident or occurrence, \$1,000,000.00 (1 million) aggregate for any number of claims arising out of a single accident or occurrence and \$125,000.00 per claim per claimant for any other loss arising out of a single act, accident or occurrence. Such policy shall name the City of Stillwater as an additional insured. Additionally, this policy shall specifically indemnify and protect the City of Stillwater, the Stillwater City Commission, all members of the Stillwater Community Center Advisory Board and all employees of the City of Stillwater. A copy of this liability insurance document shall be presented to the Stillwater Community Center Manager or designee at least 48 hours prior to any event where "low point beer" is to be consumed or sold. Persons under the age of twenty one (21) shall not be admitted to functions where low point beer is served. Failure to comply with the foregoing shall constitute sufficient grounds for denial of an application to use Community Center property or, in the event the application has been granted, for cancellation of such use privileges and /or immediate eviction from Community Center property.

5. The Community Center manager may require an applicant to provide adequate licensed security officers in numbers that are appropriate for the potential maximum number of persons participating in the event and the nature of the event. Licensed security shall be required at all events where low point beer is dispensed. The Community Center Manager or his/her designee shall determine when security officers are required. In cases where security officers are required, they shall, in all cases, be current employees of a C.L.E.E.T. licensed security guard agency. Security officers may be required to perform specific functions that will be identified by the contract

6. The Community Center manager or designee may require the posting of a refundable cash damage deposit in an appropriate amount prior to granting an application. The manager or designee may take into account the nature of the proposed use when determining this amount. A damage deposit is required for all events where low point beer is dispensed. A separate non-refundable "cleaning fee" may be assessed by the manager or designee for larger events or those uses which require additional janitorial services. Deposit fees posted by the client or person renting any room or space at the Community Center shall be forfeited for any damage or extra clean up required. This provision shall include breakage, spills, stains and other mistreatment of the facility. In no event shall the forfeiture of any deposit prevent the Stillwater Community Center or the City of Stillwater from pursuing restitution and/or criminal charges for any damages and expenditures resulting from any contracted event.

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7. Any person who violates any provision of the Community Center Rental Procedures

and/or Alcohol Use Policy, or who violates any City Ordinance or State Statute shall be evicted from the premises of the Community Center. Further, any staff of the Stillwater Community Center or any other City of Stillwater employee when acting in their official capacity may evict any person or group of persons as a result of drunkenness or disorderly or violent behavior. Additionally, any staff person of the Stillwater Community Center or any other City of Stillwater employee may close an entire event when the event becomes unruly or disruptive to other events or as a result of drunkenness or for other safety concerns. In the circumstance where the event is closed as a result of unruly, disorderly, violent or disruptive behavior, then the person, organization or client sponsoring the event forfeits their entire deposit and is responsible for the contracted rental fees, support fees or technical fees for the event.

8. The Community Center Manager or designee may require additional deposit, additional room rental rates, set up costs, equipment rental fees, technical services costs or labor fees or fees for any additional services not normally provided for the rental of any room or space for any event when such extra charges appropriate in their opinion. In all such cases, the additional fees shall be included on the rental contract. When such extra services or fees are required after the initial contract is signed, the Community Center Manager or designee shall attach an addendum to the original contract that is dated and signed by the person who signed the original contract.

9. The use of burning candles is prohibited. Candles may be utilized for decoration purposes, but no flame is allowed. Battery operated candles are recommended.

10. The use of colored punch is prohibited.

Please arrange the following with the facility manger.

1. Furniture rearrangement must be coordinated in advance.
2. Decorations, banners, posters, etc. may not be affixed to walls, doors, or ceiling unless approved in advance.
3. Exterior banners must be coordinated in advance and displayed only on the day of the event.
4. Animals are prohibited