

CITY of KINDRED, ND

Memorial Building/City Hall Rental Application

1. **Which facility are you requesting?** Memorial Building City Hall

2. **Contact Information:**

Responsible Party Name(s) : _____

Email address: _____ Phone#: _____

Street Address: _____ City, State, ZIP: _____

3. **Event Information:**

Date(s) of Event: _____

Nature of Event: _____ # Expected in attendance: _____

Time of Entry: _____ Time of Exit: _____

*Time of Entry and Time of Exit **INCLUDES all setup AND cleanup time**. You are not allowed to enter the facility before the Date & Time of Entry indicated on application. Clean up must be completed by the Date/Time of Exit indicated on this application. If you want to set up the day prior or clean up the day after, that will be charged as an additional day reservation fee.

4. **Is this event public or private?** PRIVATE/INVITE-ONLY or PUBLIC

Will alcoholic beverages be present? YES or NO

- Any PRIVATE/INVITE-ONLY event with alcohol present requires responsible party to sign the Alcohol Waiver/Acceptance of Liability form (page 2).
- Any PUBLIC event with alcohol present requires a Special Event Permit. (See City Auditor for Special Event Permit Application. Special Event Permit Applications must be completed by the liquor license holder, then reviewed and presented at a City Council meeting.)

5. **Please check the appropriate reservation:**

- City/Gov. user (no cost; reservations must be approved/scheduled; no unauthorized use of facilities)
- Community Partner (\$50.00/year membership; approval required; reservations must be approved/scheduled; no unauthorized use of facilities)
- Private Party Rental (\$50.00 per day)..... # of days _____ x \$50.00 = _____
- Key/Cleaning/Damage Deposit (**REQUIRED**)..... \$100.00 = \$100.00

*PLEASE NOTE: The total reservation fee AND deposit can be paid with one check/credit card payment/cash. **The total amount, including deposit, will be deposited into the bank.** Upon key return , cleaning/damage inspection, and confirmation of adherence to the facility policies, the DEPOSIT will be refunded via check approximately 2-3 weeks after event date.

TOTAL = _____

PLEASE INITIAL:

- _____ I understand that if I enter the facility before the "time of entry" I listed on this form, I forfeit the full \$100.00 deposit.
- _____ I understand that if I occupy the building after the "time of exit" I listed on this form, I forfeit the full \$100.00 deposit.
- _____ I understand that if the facility is not cleaned satisfactorily, I forfeit the full \$100.00 deposit.
- _____ I will pick up a key the week of my event during City Hall Office Hours (M-TH, 8:30 am -3:30pm).

Printed Name

Signature

Date

For Office Use Only:

<input type="checkbox"/> Date Form Received: _____
<input type="checkbox"/> Alcohol Waiver/Liability Form Required Yes No
<input type="checkbox"/> Special Event Permit Required Yes No
<input type="checkbox"/> Key # _____
<input type="checkbox"/> Date Issued _____ <input type="checkbox"/> Staff Initials _____
<input type="checkbox"/> Date Returned _____ <input type="checkbox"/> Staff Initials _____

<input type="checkbox"/> Deposit Amount Received \$ _____
<input type="checkbox"/> Payment Type: check / cash
<input type="checkbox"/> Check/Receipt# _____
<input type="checkbox"/> Rental Fee Total: \$ _____
<input type="checkbox"/> Payment Type: check / cash
<input type="checkbox"/> Check/Receipt# _____

▶ Facility left in as good or better condition YES or NO
▶ Date Key Returned _____
▶ Deposit Refund Amount \$ _____
▶ Deposit Returned: Date: _____ Method: _____

ALCOHOL WAIVER/ACCEPTANCE OF LIABILITY

Applicant: _____

Name of Event: _____

Date & Time of Event: _____

Acceptance of Legal Responsibility:

I understand that any and all liability related to the service and/or consumption of alcoholic beverages at the above stated event is not covered by the City of Kindred’s liability insurance policy. I further understand that under North Dakota laws, severe liability may result from the service and/or consumption of alcoholic beverages.

I agree, by signing this waiver, to accept any and all liability resulting from, or in any way related to, the service and/or consumption of alcoholic beverages during the event at the Kindred City Hall/Memorial Building. I further agree to indemnify and hold harmless the City of Kindred and the City of Kindred’s employees, officers, representatives and assigns, from or in any way related to any and all claims resulting from the service and/or consumption of alcoholic beverages during this event.

I further agree to abide by the Kindred City Hall/Memorial Building policy. I agree this is a private event, closed to the public, and the number of attendees will not exceed (50) persons. I also agree that only beer, wine, or champagne will be served. No hard liquor or mixed drinks will be served. The sale of alcohol is prohibited.

I understand that any violation of this waiver will result in forfeiture of the deposit and may result in additional penalties as allowed by law.

I agree, by signing this waiver, to familiarize myself and to comply with all North Dakota laws and the regulations of the State of North Dakota Liquor Control commission(s) relating to the service and/or consumption of alcoholic beverages.

Applicant Signature

Date

Printed Name

Address

Phone Number

For Office Use Only:

_____ *Approved*

_____ *Denied*

Reason for Denial: _____

Authorized Signature

Date

Memorial Building/City Hall Rental

Initial Inspection / Cleanup / Closing Checklist

REMINDER: Pick up a building key the week of your event during City Hall office hours:
Monday - Thursday, 8:30 am - 3:30 pm.

This checklist should be returned with the key to report any items of concern or damage that the City should be made aware of. If cleanup is not completed during the date/time listed on your rental application, your deposit will not be returned. Examples of things to note: was the facility dirty upon arrival, any lightbulbs need replacing, appliances not functioning correctly, missing/low on any cleaning supplies, any damage to facility, etc.

We appreciate your cooperation in helping to maintain our Memorial Building and City Hall. If you have any questions, please feel free to call City Hall at 701-428-3115. **THANK YOU!**

1. PRE-INSPECTION SPOT CHECK

The following items were noted and have been reported: _____

2. CLEANUP / CLOSING CHECKLIST:

- Vacuum the rugs/carpet.
- Sweep and mop all floors; empty mop bucket
- Wash all surfaces - sink, countertop, stove area, etc.
Do not leave food bits in sink.
- Stack chairs and tables on racks or in designated areas.
- Empty all garbages and replace bags, place garbage in outside dumpster (at Memorial Building) or in large garbage totes in the garage (at City Hall).
- Check bathrooms to make sure toilets are flushed and bathrooms are clean/presentable; leave doors open for heating/air circulation.
- Clean & return any dishes used.
- All lights are turned off.
- Check that ALL doors are secured and locked.
 - Memorial Building: north & south doors - push in & turn button; west door - use deadbolt
 - City Hall: side doors - push buttons in; front door - use deadbolt

3. POST-INSPECTION SPOT CHECK (should be completed after to event):

The following items were noted and have been reported: _____

Name

Date

Date & Time of Entry

Date & Time of Exit

"Leave it as good or better than you found it."

Thank you for your cooperation!

Memorial Building/City Hall Rental

Facility Use Policies and Procedures

We appreciate the opportunity to provide a facility for your use. Please take a moment to review our policies and procedures. Any exceptions to these policies and procedures should be pre-approved by City Council or City Hall staff and communicated accordingly. Please direct your questions to City Hall at 701-428-3115 or email cityofkindred@msn.com or kindreddeputyauditor@outlook.com.

1. BUILDING INFORMATION

- The Memorial Building and City Hall both have large meeting spaces available to accommodate groups of approximately 115 and 65 people, respectively.
- Both facilities have A) tables & chairs available to use; B) kitchen area (refrigerator/freezer, sink, stove/oven, counter space, some kitchen utensils); C) restroom access; D) free wireless internet access; and, E) air conditioning.

2. GENERAL POLICIES

- Any person at least 21 years of age or any organized group may submit an application to reserve city facilities.
- All applications and special use requests are subject to review and approval by City Council and/or City Hall staff. Use Agreements are not transferable.
- The responsible party shall incur all costs and be responsible for damages and liability. The responsible party will also receive any refund checks after the facility that was rented is inspected following the event.
- Any event or activity to be attended by a majority of persons less than 21 years of age are required to have one (1) responsible adult over the age of 21 in attendance for every ten (10) persons under age 21. The responsible adult is to be present at the facility during the entirety of the event.
- All events must be completed by 1:00 a.m. The city of Kindred noise ordinance, which, in part, restricts most noise after 11:00 p.m., prohibits any loud noise that may disturb residents of the community. The responsible party should ensure that all noise and curfew ordinances are followed and remind all to be courteous of those who live in close proximity to the Memorial Building and/or City Hall. The responsible party present during events should periodically monitor outside activity to assure compliance.
- The Memorial Building and City Hall are smoke-free buildings. Smoking is NOT allowed inside. The designated smoking area is located outside. It is a class B misdemeanor for a minor (under 21) to smoke, use, or possess cigarette and tobacco products.
- Animals are not allowed inside the facility without pre-arranged agreement. Registered service animals are allowed with proper documentation.

3. RENTAL APPLICATION FORMS & CONFIRMATION

- **Rental Application:** A *Rental Application* must be completed by any private party or Community Partner to use facilities. The deposit fee of \$100.00 must be paid at the time the rental application is submitted to secure your reservation.
- **Community Partner Application:** To apply to become a Community Partner, the responsible party/organization must complete a Community Partner Application to be reviewed by a Council Member. Membership is \$50.00/year and is valid January 1 through December 31. Community Partners are still required to pay a \$100.00 refundable deposit.
- **Initial Inspection/Cleanup/Closing Checklist:** The checklist provides a handy reference for cleanup responsibilities. This checklist should be completed and returned with the key during City Hall Office hours or can be deposited in the after hours dropbox to the left of City Hall front door.
- **Alcohol Waiver/Acceptance of Liability:** If you are having a private, invite-only event AND plan on having alcohol present, you need to complete an *Alcohol Waiver/Acceptance of Liability* form (page 2 of this document).
- **Special Off-Site Event Permit Application:** If you are having a public event AND plan on having alcohol present, the liquor license holder/establishment needs to complete an *Special Off-Site Event Permit Application*, which is then presented at a City Council meeting for approval. Contact the City Auditor with questions or for an application.

4. FOOD/ALCOHOLIC BEVERAGES

- Food is allowed in both City Hall and the Memorial Building.
- **Alcoholic Beverages:**
 1. Any event (public or private) that includes the SALE of alcohol requires a City of Kindred On-Sale Liquor License holder to serve/sell any alcohol. The license holder must apply for a Special Off-Site Event Permit Application.
 2. Alcohol shall NOT be consumed outside the building.

5. RENTAL DEPOSIT & CHARGES; RENTAL GROUP DEFINITIONS

- Group Definitions & Fee Structure:
 1. City/Government Affiliated Organizations: Organizations that operate through taxable means; including, but not limited to: Kindred City Council, Planning & Zoning, Renaissance Zone, Park Board, Library Board, Fire Department, local township boards. These organizations are required to schedule/reserve a date & time with the City Hall Office, but there is no fee or deposit required.
 2. Community Partner: local civic, youth, religious groups; non-profit, tax-exempt (preferred, but not required); including but not limited to senior citizens club, wildlife club, boy/girl scouts, school-related groups/clubs, youth groups, churches.
 3. Private Groups: private parties and groups not otherwise defined; examples including, but not limited to: benefits, vendor fairs, dances, businesses, for-profit groups, graduations, weddings, receptions, birthdays.

	Daily	Deposit Amount
1. City/Gov	n/a	n/a
2. Community Partner	\$50.00 per year membership	
3. Private	\$50.00	\$100.00

6. SET UP/DECORATING/CLEAN UP

- Various groups use the MB/CH throughout each week. City staff inspects the building and supplies on a regular basis to ensure that facilities are kept in a clean, orderly, and safe environment.
- It is important that you conduct a check of the building PRIOR to and IMMEDIATELY FOLLOWING your event. It is expected that the equipment and building will be left in as good or better condition.
- SET UP & CLEANUP MUST BE COMPLETED WITHIN THE DATE/TIMEFRAME LISTED ON THE APPLICATION. Cleanup is IMMEDIATELY FOLLOWING the event, not the next day (unless specifically approved by Staff).
- Applicant is responsible for ALL set up and clean up.
- Cleaning supplies/amenities are provided (vacuum, broom, mop & bucket, shovels, paper towels, toilet paper, wash cloths, soap, cleaning solutions, etc.).
- An *Initial Inspection/Cleanup/Closing Checklist* is provided with each application and posted at the Memorial Building and City Hall for your reference.
- Decorations may be put up with scotch/masking tape, tacking putty or other product approved by City Hall staff. No staples, duct tape, nails, or tacks are to be used in the Memorial Building & City Hall. Absolutely NO stickers on the floor.

7. LIABILITY STATEMENT

- The City of Kindred, its trustees, agents, officers, and employees assume no responsibility for the person or property of anyone using the Memorial Building and/or City Hall. The responsible party named above shall remove all personal items and property brought into the center at the conclusion of the function unless prior arrangements have been made with the City. The responsible party and all guests will be responsible for compliance and adherence to the City of Kindred Memorial Building and/or City Hall Facility Use Policies and Procedures and all specifications of the rental agreement.

In consideration of the use of the Memorial Building and/or City Hall, the reserving responsible party agrees to indemnify the City of Kindred, its trustees, officers, agents, and employees and hold them harmless from and against any and all liability, damage, expense, cause of action, suits, claims or judgments arising from or related to injury to persons or property occurring in or about the premises and upon the adjoining sidewalks, streets or ways which may arise from the City of Kindred's ownership and management of the premises, or from any action or omission of the reserving responsible party, its agents, employees, guests, or licensees, or from any cause whatsoever.

8. RIGHT TO REFUSE

- The City of Kindred reserves the right to refuse to rent to any party violating the terms of this agreement, policies, or procedures. Any violation of these policies/procedures laid out in this document will subject the renter to forfeiting their deposit.