

Checklist for Auditorium Rentals

_____ Sign and return the rental agreement to the City Clerk's office.

_____ Enclose a \$500 check for the damage deposit.

_____ If alcohol is being served, contact the Deerwood Police Chief at 218-534-3399 to arrange for a bouncer for your event. This requires a MINIMUM of two weeks notice. Note: If you do not arrange for a bouncer, you will not be allowed to serve alcohol.

_____ You must provide proof of public liability insurance before you will be given a key.

_____ We prefer that you contract with a licensed bar for any alcohol that is to be served.

_____ In the event you wish to serve your own alcohol, you must apply to the Deerwood City Council for a temporary liquor license. This must be done at least two months prior to your event.

_____ If you are serving your own alcohol, you must also provide liquor liability or dram shop insurance.

HELIUM BALLOONS AND CANDLES WITH OPEN FLAMES ARE
PROHIBITED FROM USE IN THE AUDITORIUM

**CITY OF DEERWOOD, MINNESOTA
APPLICATION FOR USE OF CITY AUDITORIUM**

Name of User or other Responsible Party: _____

Address: _____

Dates of Use: _____

In consideration of being granted permission to use the city auditorium facility ("Facility") on the date(s) set forth herein, the undersigned ("User") agrees to the following terms and conditions:

1. The User agrees to pay to the City of Deerwood the sum of \$500 as a damage deposit and rental guarantee at the time the date(s) are reserved.
2. User will pay to the City of Deerwood the amounts as set forth below at the time of reserving the date(s) for the use of the Facility.
3. User will not allow any activity to be conducted during the time of use of the Facility which could lead to damage to personal property or personal injury to any person whatsoever.
4. User agrees to notify the Police Chief of the City of Deerwood for the purpose of hiring a licensed police officer to be on the premises during any time beer and/or alcohol is being served at the Facility. User will pay the cost of hiring the officer at the rate of \$ _____ Per hour. It is User's responsibility to contact the Police Chief at 534-3399 at least two weeks prior to the event to make these arrangements. Payment for the services of the police officer shall be made upon return to the City Clerk's office on the first business day following the event.
5. User will be totally responsible for all loss, damage, or claims made by any person or any person or any party, which concerns use of the Facility during the time User and his/her invitee and guests are using the Facility. The City shall not be responsible for any loss, damage, or claims made by any person or party, it being understood that the sole and complete responsibility for use of the premises lies with User in case such claims are made.
6. If claims are made against the City, User agrees to defend the City, its officers, council members, agents, and employees against all claims made. Further, User agrees to indemnify and hold harmless the City, its officers, council members, agents, and employees from and against any and all claims and liabilities, including attorney fees, as to any claims for damages or losses which arise or could have arisen out of the use of the Facility by User. If User does not defend, indemnify, and hold the City harmless pursuant to the provisions of this agreement, then the City may institute an action against User and all persons using the premises for recovery of all expenses and costs incurred by the City for the failure to defend, indemnify, and hold the City harmless pursuant to the provisions of this paragraph.
7. User will present proof of public liability insurance protection to cover the above event, which shall name the City as an additional insured party.
8. No gambling activities may take place during the permitted event. If beer and/or liquor is served during the event, User agrees not to serve any alcoholic beverage to anyone who acts or appears to be in an intoxicated condition during the permitted event. User must also provide to the City proof of dram shop insurance for the person or entity serving the beer and/or liquor, in the event liquor is served at the event. Beer and/or liquor may not be sold during the permitted event.
9. User further agrees that he/she shall not damage or destroy the Facility or any part thereof, nor allow the same to be damaged or destroyed by any person during the time the undersigned User is responsible for use and during the time he/she utilizes or has control over the Facility. If any

damage should occur, the User shall be responsible for any and all damage to the Facility. The undersigned User further agrees that he/she shall abide by all applicable local, state, and federal laws, rules, and regulations.

10. The undersigned User shall pay the City of Deerwood \$_____ for rental of the Facility prior to receiving the key to the Facility for the permitted event. User agrees that no other event shall be held at the Facility, other than that permitted herein.
11. The undersigned User acknowledges and understands that the City has informed the User that the Facility is an older building and that the City makes no guarantees or warranties as to the fitness of the Facility for use by User and User's guests and invitees. User agrees to assume all risks to User and User's guests and invitees, known or unknown, related to the condition of the Facility, while it is being used by User and User's guests and invitees.
12. The undersigned User agrees further to abide by the following rules and responsibilities concerning the use of the Facility:
 - Return any and all keys to the City Clerk
 - All floors shall be swept and all glasses, cups, and paper shall be removed.
 - All tables and chairs shall be wiped off to remove all traces of any spills and returned to proper storage facilities.
 - All items in the kitchen shall be returned to an orderly condition and all countertops shall be wiped clean. The sink shall be rinsed and cleaned.
 - All garbage shall be transferred from garbage cans to the dumpster located outside the Facility.
 - Coffee grounds, food, or any unsafe items shall not be placed into sinks.
 - All light switches shall be turned off and all doors shall be locked at the end of the event. Doors shall be unlocked and left open during the time of the event.
 - The User of the Facility agrees to inform all persons attending the event concerning the terms and conditions relating to the use of the Facility.
 - Any difficulties during the permitted event shall be immediately reported to the local law enforcement agencies.
 - If the meeting is for the purpose of a public meeting, the User is responsible to determine that "open meeting" law and code requirements have been met.
 - There shall be no smoking allowed in the Facility.
13. Other terms and conditions of the Facility permit: _____

Failure to follow the above policies and rules established by the City shall be cause for forfeiture concerning future use privileges and may subject the User to liability for any loss or damage caused thereby.

User/Renter: _____ Date: _____

City Clerk

City of Deerwood
Ordinance #127
Pertaining to Functions In the Deerwood Auditorium
Where Alcohol is Served
Containing Provisions on Ejection and Exclusion from the Auditorium;

The Council of the City of Deerwood does ordain:

Section 1: Definition of Term. As used in this ordinance, the terms:

- A. "Intoxicating liquor" and "liquor" mean distilled, vinous and fermented beverages containing more than 3.2% of alcohol by weight.
- B. "Beer" means any malt beverage with an alcoholic content of more than ½% by volume and not more than 3.2% by weight.
- C. "On-sale" means sale by the drink for consumption in the Auditorium.
- D. "Sell" includes all barter, gifts, and other means of furnishing intoxicating liquor or beer in violation or evasion of this ordinance.
- E. "Minor" means any person less than 21 years of age.
- F. "Officer" means any uniform officer under the direction of the Police Chief or his appointed other.

Section 2: Deerwood Auditorium. There is hereby established a City Building for holding functions where the intoxicating liquor can be sold.

Section 3: Location and Operation. Renters are responsible for licenses and insurances for the selling and/or giving away of intoxicating liquor in the auditorium

- A. The Deerwood Auditorium shall be in the immediate charge of an officer selected by the Council and paid such compensation as is fixed by the Council.
- B. The officer shall operate the Deerwood Auditorium under the Council's direction and shall perform such duties in connection with the Auditorium as may be imposed upon him by the Council. He shall be responsible to the Council for the conduct of the Auditorium in full compliance with this ordinance and with the laws relating to the sale of liquor and beer.
- C. The Council shall also appoint such additional employees as may be required for the Auditorium and shall fix their compensation. All officers, including the Chief, shall hold their positions at the pleasure of the Council.

Section 5: Hours of Operation. The Auditorium shall observe the following restrictions upon the hours of operation:

No on-sale sell or giving away of intoxicating liquor shall be made after 12:00 midnight any day.

Music or entertainment must end by 1:00 a.m.

Section 6: Restrictions on Consumption

- A. No liquor or beer shall be sold or given to minors, directly or indirectly.
- B. No liquor or beer shall be sold or served to an intoxicated person.
- C. No intoxicating liquor may be consumed beyond the grounds of the auditorium.
- D. No minor shall misrepresent his age for the purpose of obtaining liquor or beer.

Section 7: Ejection of persons from the Auditorium.

The officer of the Auditorium or any person who is in effective charge of the Auditorium may require persons who have been excluded from the Auditorium pursuant to Section 9, or who are engaging in disorderly conduct or conduct that unreasonably annoys or endangers the safety of other people on the premises, to leave the Auditorium. If necessary, the officer or any person in effective charge may request the assistance of other local law enforcement officers.

Section 8: Procedure for Exclusion of Persons from Auditorium.

- A. If, in the opinion of the officer, a person has demonstrated the propensity to engage in disorderly conduct or conduct that unreasonably annoys or endangers the safety of other people in the Auditorium, the officer may file a written complaint with the City Clerk briefly reciting the facts, which support that opinion.
- B. In addition to the procedure provided in (A), the Council may on its own motion begin proceedings to exclude any person from the Auditorium. Such motion shall state the complaint against the individual.
- C. Upon such filing of a complaint by the officer pursuant to (A) or passage of a Council motion pursuant to (B) above, that person's privilege to enter the Auditorium shall be provisionally terminated. The Clerk shall give written notice to the individual named in the complaint and that notice shall describe the complaint and state that the individual may request a hearing concerning the complaint as provided for in Subd. (D) in Section 9.
- D. Any individual named in exclusion proceedings begun under (A) or (B) above, may request a hearing before the City Council by filing a written request for such a hearing within 10 days after the day of service of the notice of exclusion from the Auditorium. The clerk shall then set a time and place for the hearing and shall notify the City Council members and the individual in whatever manner the clerk deems practicable. The hearing shall be held not less than 3 days and no more than 15 days after the request is filed. The hearing shall be held at the time and place designated before the City Council. The officer and the individual named in the complaint may call any person to testify at the hearing under oath. The Council shall determine if the individual named in the complaint has demonstrated the propensity to engage in disorderly conduct or conduct

that unreasonable annoys or endangers the safety of other people in the Auditorium.

- E. If the Council determines after the hearing that the individual named in the complaint has demonstrated the propensity to engage in such conduct or if the individual fails to request a hearing, the Council may order the individual to be excluded from the Auditorium for a set period of time. The Council may, upon its own motion or upon application of any interested party, modify, amend, or revoke its order.
- F. After the Council issues an exclusion order, the clerk shall give written notice to the officer of the Auditorium and to the named individual of the provisions in the Council's order.

Section 9: Penalty.

Any person violating any provision under Section 7, Restrictions on Consumption, of this ordinance shall be guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than \$700.00 or imprisonment for a period not to exceed ninety (90) days, or both, plus the costs of prosecution in any case. Any officer working in the auditorium who willfully violates any provision of this ordinance or any provisions of the laws of the State of Minnesota relating to gambling or the sale of intoxicating liquor or beer may face charges or be discharged.

Section 10: Effect. This ordinance shall take effect and be in force from and after

August 21, 2000

Passed by the Deerwood City Council this 21st day of August, 2000.

Approved:

Ellen M. O'Brien

Mayor

Attest:

Mary A. Carson

Clerk

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