

Keewatin Community Center and City Park Rental Policy

GUIDELINES FOR COMMUNITY USE OF PARKS AND RECREATION AND BUILDING FACILITIES

City facilities are operated by the City of Keewatin under the following policies and guidelines.

PURPOSE AND INTENT

The intent of this policy is to promote regular and active use of the facilities. Charges and/or fees are based on staffing, set-up, and maintenance costs, as well as market rates for similar facilities.

The City of Keewatin does not discriminate on basis of race, color religion, nation origin, gender, age, marital status, and sexual orientation, status with regard to public assistance, or disability in admission or access to programs, services, activities, or employment.

GENERAL INFORMATION

- Keewatin City Government Group meeting, events, and activities have priority. All other rental scheduling will be on first-come, first-serve bases. No person who under the age of 21 years shall be allowed to rent a facility.
- Rentals are subject to maximum group size 200 Occupancy for Community Center and availability.
- Groups renting facilities shall comply with the Equal Opportunity Status, and not discriminate on the basis of race, color, religion, national origin, gender, age, marital status, sexual orientation, status with regard to public assistance, or disability.
- A minimum of three (3) business days is required for rental of a facility.

RENTAL FACILITIES

- Outdoor Athletic Facilities skateboard, ice rink softball/baseball field. These Park amenities are available on a first come, first-serve basis, unless they are being used for a City program or have been reserved. Outdoor athletic facilities are available for rent.
- Community Center Info-The Keewatin Community Center is a beautiful building to plan a Special Event. It has a full kitchen including a stove and refrigerator, and outlets for crock pots, ect. Restrooms on the premises as well. The community Center can be used for weddings, graduations, bridal showers, baby showers, holiday, birthday, ect. The Community Center is available on a first-come, first-serve basis, unless it is being used for a City or Itasca County program or has been reserved.

HOURS OF OPERATION

City Park facilities hours are dawn to dusk not including the Recreational Trails. Rental use beyond these hours requires approval of the City.

Outdoor Facilities/ Athletic Facilities

Groups or individuals desiring to reserve an outdoor athletic facility shall make arrangements through the City Clerks Office.

Walks and/Runs Scheduling of walk and/or runs on City property must be received by the City prior to publishing to insure confirmation with traffic laws and property use. The city must be included in the indemnification clause signed by the participants in the event.

RENTAL FEE

The rental fee is required for all chargeable rentals. Reservations are confirmed only when full payment is made. Rental fees may be waived by a majority vote of the City Council.

Name of Facility/Rental Fees- per day

Baseball & Softball fields, Skateboard, Ice Rink.....	\$50.00
Community Center.....	\$125.00 plus Deposit
Alcohol being served.....	\$150.00 plus Deposit
Weddings.....	\$200.00 plus Deposit
O'Brien Pavilion.....	\$75.00 plus \$25.00 Deposit
	(No Alcohol) or extra charge

Security Deposit

- A \$50 security deposit, in addition to the rental fee is required. The security deposit is required at the same time the rental fee check is submitted. The deposit shall be returned within in three weeks after the rental date if no deductions are necessary.

Special User Fee

- In some cases, instances, a special user fee may be required. This fee will be applied to cover unusual, anticipated expenses, such as excessive clean-up, unusual set-up, excess electricity, and /or damages associated with the user's program, event, general use or decorations. The special user fee must be paid at the time the rental payment is made and will be held until it is determined by the city if any or the entire fee was required, any remaining balance's will be returned to the renter.

SPECIAL EVENT CHECKLIST

- Special event authorization will only be approved if proper accommodations can be made (i.e. additional parking, transportation to the site, additional toilets, additional police officers or security measures).
- A special user fee may apply.
- Renter may be required to have an officer at the event if intoxicating beverages are to be served. Special restrictions may apply such as liquor licenses and insurance regulations.
- If tents are to be placed, location must be approved by the City and 811 Call Before you Dig is completed or done.

CANCELLATION POLICY

- The City reserves the right to cancel any reservation. In case of cancellation by the City, reservation fees will be returned accordingly. The rental fee is refunded if cancellation notice is received no less than 7 days prior to the date of the scheduled event.

LIABILITY AND DAMAGE

- Rental groups using the facility will be required to sign a waiver of liability on the contract form.
- Any organizations, group, or individual reserving space shall be fully responsible for any damage to that space or equipment and any unlawful acts associated with the user's program or event.
- Any damages to facilities or equipment must be reported immediately. Costs associated with the damage may be deducted from the damage deposit; additional charges may apply. The City reserves the right to cancel future reservations.

REGULATIONS

- Violations of this policy may result in forfeiture of a user's damage deposit and denial of future use of City facilities; however, that does not exempt violators from possible prosecution under applicable City ordinances, State, or Federal laws.
- The City reserves the right to terminate a rental contract for City code violations.
- Disorderly conduct shall be grounds for immediate termination of the activity/event without refund. This will be determined by City Clerk staff or police officer.

SUPERVISION

- Youth using facilities must be under competent adult (minimum age of 21 years old)
- The renter shall assume full responsibility for the group's conduct and/or the conduct of any member guest of the group, and for any damage to the facilities, buildings, or equipment.
- The City will not assume liability for unsupervised children.
- The City will be reimbursed by user/renter/group for any costs incurred due to damages or additional cleaning.

Park Pavilion/Building Cleaning

- Rented space and common areas must be left in the same or better state of cleanliness as when renter arrived. User groups are responsible for the basic clean up and bagging of trash.
 1. All tables and chairs must be returned to their original position.
 2. All floors must be swept and mopped.
 3. Empty all garbage and place in outside dumpster.
 4. All food items must be removed from the refrigerators or freezers after each event
- If additional staff time, beyond that necessary for normal cleaning is required to clean the facility, and additional charge for personnel and cleaning supplies will be deducted from the damage deposit.

Admission Fee

- User groups are not allowed to charge an admission fee to parks or open spaces without the approval of the City Council.

Fireworks /Open Fires

- Rental groups are not permitted to have fireworks.
Rental groups are not permitted to have any open flames. Unless contained in the Fire Rings at O'Brien Park.

Food Service

- Food sales must comply with the Minnesota Department of Health regulations. No food or beverages may be left at any facility.

Parks, Shelters, Buildings

- Catering services are permitted at all locations.
- Charcoal grills or gas grills may be brought into the park and used in a safe manner.
- All charcoal must be removed from the parks.
- Propane tanks or cylinders shall not be disposed of on park/City property.

Fundraising

Any groups conducting a fundraiser will be charged a pre-determined fee by the City to cover costs of set-up, maintenance, cleaning and security of the areas utilized by the event. The City reserves the right to waive the fee by a majority vote of the City Council.

Alcoholic Beverages

- No alcoholic beverages may be permitted in conjunction with the use of a City facility without the prior approval of the City.
- No glass containers permitted within an outdoor Park area.
- See page 5 for more information on alcoholic beverages permitting.

If you have any questions or to make reservations, please contact:

City of Keewatin City Clerk's Office..... 218-778-6517
127 N 3rd Ave, PO Box 190
Keewatin, MN 55753

Name: _____
If Applicable: Organization: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____ (primary) _____ (alternate)
Event Name or Description: _____

Facility requested:

- Community Center
- O'Brien Pavilion
- Softball Fields

Date of Event: _____

Time of Event, including set up and clean up: From: _____ to _____

Estimated Attendance: _____

Will intoxicating beverages be served and or/ sold: Yes _____ No _____

If intoxicating beverages are available, additional permissions are required the City Clerk will notify the Police Department.

If Applicable: Proof of Liquor License or Permit: _____

If Applicable: Certified Law Enforcement Officer: _____

If Applicable: Proof of Liability Insurance: _____

If Alcohol to be sold Minimum of \$1,000,000 with the city endorsed as an additional insured

If Alcohol is to be served: Proof of homeowner's insurance coverage for invitation-only events.

ACKNOWLEDGEMENT

User agrees that they have received and read the Park & Recreation/Building Rental Policy and that user agrees to all terms and conditions in said document.

User

Date

Approved By: _____

Date: _____

Deposit Amount: _____ Check# _____ Cash _____ Received By: _____

Rental Fee Amount: _____ Check# _____ Cash _____ Received Date: _____

RELEASE AND INDEMNIFICATION AGREEMENT

THIS IS A "RELEASE OF LIABILITY INDEMNIFICATION AGREEMENT".

THE SPECIAL EVENTS COORDINATOR MUST READ THIS AGREEMENT CAREFULLY BEFORE SIGNING.

THE SPECIAL EVENTS COORDINATOR HEREBY ACKNOWLEDGES, REPRESENTS, AND AGREES AS FOLLOWS:

- 1. WE UNDERSTAND THAT THE ABOVE-DESCRIBED ACTIVITIES ARE OR MAY BE DANGEROUS AND DO OR MAY INVOLVE RISKS OF INJURY, LOSS, OR DAMAGE TO US AND/OR THIRD PARTIES. WE FURTHER ACKNOWLEDGE THAT SUCH RISKS MAY INCLUDE BUT NOT BE LIMITED TO BODILY INJURY, SICKNESS, DISEASE, DEATH, AND PROPERTY LOSS OR DAMAGE, ARISING FROM THE FOLLOWING CIRCUMSTANCES, AMONG OTHERS.

(SPECIAL EVENTS COORDINATOR INITIALS HERE) _____

- 2. WE FURTHER AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY OF _____, ITS OFFICERS, EMPLOYEES, INSURERS, AND SELF-INSURANCE POOL FROM AND AGAINST ALL LIABILITY, CLAIMS AND DEMANDS, INCLUDING ANY THIRD PARTY CLAIM ASSERTED AGAINST THE CITY, ITS OFFICERS, EMPLOYEES, INSURERS, OR SELF-INSURANCE POOL, ON ACCOUNT OF INJURY, LOSS, OR DAMAGE, INCLUDING WITHOUT LIMITATION CLAIMS ARISING FROM BODILY INJURY, PERSONAL INJURY, SICKNESS, DISEASE, DEATH, PROPERTY LOSS OR DAMAGE, OR ANY OTHER KIND OF LOSS OF ANY KIND WHATSOEVER, WHICH ARISES OUT OF OR ARE IN ANY WAY, RELATED TO THE ABOVE DESCRIBED ACTIVITIES. WHETHER OR NOT CAUSED BY MY ACT, OMISSION, NEGLIGENCE, OR OTHER FAULT OF THE CITY, ITS OFFICERS, ITS EMPLOYEES, OR BY ANY OTHER CAUSE.

(SPECIAL EVENTS COORDINATOR INITIALS HERE) _____

- 3. BY SIGNING THIS RELEASE AND INDEMNIFICATION AGREEMENT, WE HEREBY ACKNOWLEDGE AND AGREE THAT SAID AGREEMENT EXTENDS TO ACTS, OMISSIONS, NEGLIGENCE, OR OTHER FAULT OF THE CITY, ITS OFFICERS, AND/OR ITS EMPLOYEES AND THAT SAID AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAWS OF THE STATE OF MINNESOTA. IF ANY PORTION THEREFORE IS HELD INVALID, IT IS FURTHER AGREED THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT.

(SPECIAL EVENTS COORDINATOR INITIALS HERE) _____

- 4. WE UNDERSTAND AND AGREE THAT THIS RELEASE AND INDEMNIFICATION AGREEMENT SHALL BE GOVERNED BY THE STATE LAWS OF THE STATE OF MINNESOTA AND THE JURISDICTION AND VENUE FOR ANY SUIT OR CAUSE OF ACTION UNDER THIS AGREEMENT SHALL LIE IN THE COURTS.

(SPECIAL EVENTS COORDINATOR INITIALS HERE) _____

IN WITNESS THEREOF, THIS RELEASE AND INDEMNIFICATION AGREEMENT is executed by the Special Events Coordinator, acting by and through the undersigned, which represents that he or she is properly authorized to bind the Special Events Coordinator hereto.

PRINTED NAME AND TITLE OF PERSON SIGNING ON BEHALF OF SPECIAL EVENTS COORDINATOR:

Name: _____ Title: _____

Signature: _____

Date: _____

Revised 2-15-2023