

City of Washburn Facility Use Policies and Procedures

The purpose of this policy is to outline the procedures and provide guidelines for the rental of a building owned by the City of Washburn. Any exceptions to these policies and procedures must be pre-approved by the City Commission or City Hall staff and communicated accordingly. Failure to follow the rules will result in your deposit being withheld. Please direct your questions to the City Office at 462-8558.

- **Kitchen Pilot Lights :** If the upstairs kitchen is rented, City personnel will light the pilot lights to the cooking equipment the day prior to the event. Renters are not permitted to light or alter the pilot lights in any way.
- **Alcohol & Security:** All alcohol must be purchased through the Victor B. Wallin Post #12 American Legion. The Renter is responsible for contacting the American Legion to make arrangements. Contact Terry at 701-462-3250 or Gary at 701-462-8151. The Renter is responsible for contacting and employing the services of a qualified person or persons for security if necessary. Security is required to be onsite and on duty for a public event of any kind where alcohol is present. A public event is defined as "An open invitation to the public by signs, advertisement or any means, make the activity a public event".
- **Adult Supervision** Youth organizations or groups using the space must have a responsible adult present during use to provide supervision.
- **Smoking & Pets:** Smoking and animals are not allowed in any City owned building.
- **Decorations:** Must be put up in such a manner as to not damage or deface property or wall finishes (no nails, staples, pins, etc.). No tape on the floors. No balloons (helium or regular) are allowed. No sandbags are allowed in the building to protect the finish on the floor. Open flame candles shall be permitted when they are securely supported on substantial noncombustible bases and the candle flame is protected. All decorations must be set up and removed within the hours rented.
- **Tables & Chairs:** All tables and chairs shall remain on the appropriate levels and used on-site only. Care shall be used in handling tables and chairs to prevent damage. All tables and chairs must be put away after use. Chairs and tables on the upper floor are stored behind the garage door spaces and will only fit onto the rack and into the storage space if placed correctly. See photo in the storage space for correct placement. Failure to put them away as specified is a forfeit of deposit.
- **Cleaning/Inspection & Property Damage:** Renter is responsible for cleaning which includes removal of all garbage, sweeping of floors, turning off AV equipment if used, all chairs and tables are to be clean and stacked on racks. This includes restrooms, kitchen areas and parking areas if applicable. Decorations must be removed. Cleaning supplies are located in the Storage Room. Cleaning shall be done within the hours rented. Failure to clean the space will result in the forfeiture of the \$100 or \$200.00 deposit. Any property left after the rental period becomes property of the City.
- **Audio and Video Equipment:** Follow instructions posted.
- **Fees:** Rental fees can be modified with the consent of the Washburn City Commission and an approval vote in the official minutes.

LIABILITY STATEMENT

The Renter agrees that it will fully indemnify and hold harmless The City of Washburn from all claims, actions, causes of actions, lawsuits, etc., which may arise as a result of the renter's management of the space. This indemnification and hold harmless includes, but is not limited to, an agreement to indemnify and hold The City of Washburn harmless for all costs, expenses, damages, economic and non-economic losses as defined under North Dakota law, including attorney fees and any other consequences which may arise as a result of the renter's management. The City of Washburn, its trustees, agents, officers, and employees assume no responsibility for the person or property of anyone using the said property. As a condition of this agreement, the Renter consents to the entry, inspection, or search of the premises at any time by a Peace Officer and/or City Personnel.

I have read, understand, and agree to the Policies and Procedures outlined above.

APPLICANT (Responsible Party) Signature

Date

City of Washburn Representative

Date