

CITY OF MOTLEY

PAVILION RENTAL RULES AND REGULATIONS

The City of Motley, Minnesota (the “City”) has adopted the following Pavilion Rental Rules and Regulations concerning the rental of the City’s Converse Park Pavilion to a member of the public or a group (the “User”) for an “Event.” These Rules and Regulations will be incorporated by reference into any contract between the City and a User.

1. Reserving the Pavilion. To reserve the Pavilion, the User must submit a Pavilion Rental Application (the “Application”) to the City Clerk at least 30 days prior to the Event, unless approved by the City Clerk or City Council. Applications will not be accepted more than one year in advance of the Event. Applications will be accepted during the City’s regular business hours.
2. Pavilion Rental Agreement. After the City Clerk has approved an Application, the User must enter into a written Pavilion Rental Agreement (the “Agreement”) with the City.
3. Rental Fee. The City charges a rental fee of
\$50.00 for four (4) hours use of the Pavilion
\$100.00 per day for use of the Pavilion (dawn until dusk)
\$100.00 damage deposit (refundable)
The City Council, in its sole discretion, may waive this fee for certain community members/groups upon request. If the Pavilion is available, the City, in its sole discretion, may allow the User to set up the day before the Event at no additional charge.

The rent is due at least 15 days prior to the Event, or on the date of the Agreement if less than 15 days remain prior the Event. If the User or any event materials remain in the Pavilion past the event date stated in the Agreement, the additional rent must be paid within seven (7) days after the Event.

4. Priority of Use. The City shall have first priority for all governmental activities. The priority for all other uses shall be determined on a first-come, first-served basis.
5. Cancellation/Refund Policy. For cancellation requests received by the City at least 15 days prior to the Event date, no rental fee shall be due. For cancellation requests received less than 7 days prior to the Event date, one-half of the rental fee shall be due. All cancellations must be submitted to the City Clerk in writing. The City reserves the right to cancel the Event. If the City cancels the event, the User shall be entitled to a full refund of any rent paid. Any refund of the rental fee shall be paid to the User within fifteen (15) days of the cancellation date.

6. Alterations. The User shall not make any alterations to the Pavilion without the written consent of the City. Alterations include any items that shall be hung, glued, taped or in any other way affixed to the walls, ceiling, floor, windows or light fixtures of the Pavilion.
7. Access. The Pavilion will be available for access at the time reserved and keys will be available at City Hall the City's regular business day prior to the Event. The User shall ensure that everyone is out of the building before leaving and is responsible for locking the Pavilion's kitchen following the Event.
8. Access by City. The User shall permit the City's officials, employees or agents to have access and to enter the Pavilion at any time during the Event.
9. Designated Area. Only the area designated in the Pavilion Rental Application may be reserved.
10. Clean Up. The User is responsible for leaving the Pavilion in as good or better condition than found. All picnic tables, tables and chairs (if applicable) must be returned to their original position. All floors must be swept and mopped. Cleaning supplies are available upon request.
11. Intended Use. The intended use of the Pavilion is to allow a space for gatherings or events of citizens and/or groups in order for them to receive information, obtain training, converse, and/or participate in low-key activities. The use of the Pavilion shall in no way affect or restrict the availability/opportunity of others to conduct normal operations in the Park, whether the Event is held during regular business hours or not.
12. Admission Fee. The User may not charge an admission fee, sell tickets or solicit donations at the Pavilion without the express written permission of the City.
13. Smoking. Smoking in the Pavilion and the rest of Converse Park is prohibited at all times.
14. Law/Ordinances. The User must comply with the laws of the State of Minnesota and City ordinances. The City has the right to terminate use of the Pavilion during any Event if the User violates any State laws or City ordinances. All fees shall be forfeited when an Event is terminated for this reason.
15. Restricting Use. The City Clerk shall have the authority, subject to appeal of the City Council, to prohibit or limit use of the Pavilion by a particular User based upon knowledge that the User has caused damage to other public facilities or when disruption, damage, theft or other unfavorable history is recorded from previous use of the Pavilion.

16. No Discrimination. The City does not deny access to the Pavilion on the basis of race, religion, sex, creed, age, sexual orientation or national origin. Allowing any group to use the Pavilion does not imply endorsement of a group's views by the City.
17. Accidents/Damage. Any accidents or damage to the Pavilion must be reported to the City Clerk immediately following the Event.
18. Personal Property. The City will not be responsible for any personal property belonging to the user or the user's guests or invitees.