

### 21<sup>ST</sup> CENTURY BANK EVENT CENTER Rental Policy & Agreement 12716 Main St, Rogers, MN 55374

**EVENT BOOKING:** The facility books up to 18 months in advance. When making a reservation for 18 months in advance, booking opens the first business day of the month. City of Rogers residents can book from 8 a.m.-2 p.m. At 2 p.m., bookings open to non-residents. Reservations are booked when the renter submits a signed facility use contract and fifty-percent (50%) of the rental fee (unless the reservation is made within sixty (60) days of the date; in which case the total rental fee, sales tax (if applicable), and damage deposit would be due). Contracts signed 12-18 months prior to the event date are subject to a rate increase not to exceed 10% of the contracted rate based on the approve Master Fee Schedule. Rates are no longer subject to change within 364 days of the event date. Please contact the Rental Coordinator to make a reservation, reschedule, or cancel an event, and for additional facility information.

**EVENT RENTAL PERIOD:** Rental party and vendor may arrive at the facility at the start of the chosen rental period. *The rental period must include ALL the time needed by the renter (decorate and clean-up).* The rental party must plan so all deliveries occur during the allotted rental period and not interfere with the rental periods of other guests. If additional time is needed, the renter must adjust their block to include the time they wish to enter appropriately. Additional hours may be added, if available and approved by the Rental Coordinator. Events must begin and end at times specified; all guests must vacate the premises by the end of the rental period. The facility is not rented past midnight on Friday and Saturday or past 10pm on Sunday-Thursday.

**DAMAGE DEPOSIT:** The rental party agrees to pay the damage deposit no less than sixty (60) days prior to the event date. The rental party agrees and acknowledges that the facility staff may use the damage deposit without prior approval of the rental party for any damage, loss, or expense incurred to the facilities due to the rental party's use. Deductions may be made for damage, excessive cleaning, or time used beyond the contracted period. The rental party agrees to be responsible for the building, grounds, and equipment associated with their use of the facilities. The rental party shall make no temporary or permanent modifications to the property without the prior written consent of the Rental Coordinator. The rental party's liability is not limited to the damage deposit, and any additional cost shall be paid immediately by the rental party. Damage deposits are deposited and will be returned via check within thirty (30) days of the completion of the event.

**EVENT CANCELLATION:** Please read the schedule below to understand the percentage of the initial rental fee deposit that will be refunded if the booking is canceled by renter. All cancellations must be made in writing (email acceptable).

TIME PERIOD BEFORE EVENT DATE	AMOUNT OF DEPOSIT REFUNDED
18-12 Months	100% minus \$100 Administrative Fee
12-6 Months	50% minus \$100 Administrative Fee
6-0 Months	0%

Event date and times are non-transferrable. Date changes are treated as cancellations. Plan your event as accurately as possible at the time of booking; refunds are not given for exiting early.

**RENTAL BALANCE:** The rental party agrees to pay the remaining balance of the contract no less than sixty (60) days prior to the event date. City of Rogers reserves the right to cancel the facility use contract if the rental fee balance and damage deposit are not paid when due, sixty (60) days prior to the event.

**TAX-EXEMPT STATUS:** Any rental party that wishes to claim tax-exempt status must provide the City of Rogers with an MN Department of Revenue Form ST3 (not just number) no less than sixty (60) days before the scheduled event. Additionally, there must be a connection to the local community by being based in or serving the Rogers community.

**CATERING:** Only licensed Minnesota caterers are allowed to provide food services at the facility. Any use of the kitchen will require payment of a kitchen fee. The Renter of a private event may arrange food service through the caterer of their choice or prepare the food themselves at the kitchen. The Renter of a public function requires a Special Event License from the Hennepin County Environmental Health Department (phone number 612-543-5200 and request a "Special Event License") a minimum of two (2) weeks prior to the event day. This would be for events such as a pancake breakfast, spaghetti dinner, and like events. This license shall be posted in the rental area on the day of the event so is it visible to the general public. It is the responsibility of the Renter and/or the caterer to consolidate trash following foodservice and dispose of in an outside dumpster during and after the event. Failure to remove all garbage from the facility after your event will result in an automatic deduction from your damage deposit.

**BEVERAGE**: All alcoholic beverages must be served via the facility's exclusive on-site liquor caterer, Rogers Wine & Spirits. Renter must contact on-site liquor caterer contact sixty (60) days prior to rental date:

Rogers Wine &Department-liquor@rogersmn.gov763.428.0163Spirits

**OUTSIDE CONTRACTORS:** If the rental party uses any outside contractors for service, those contracts are made between the rental party and vendor, not with the City of Rogers. Contractors are subject to Facility Coordinator approval.

**FLOOR PLAN:** The rental party agrees to submit the expected floor plan no less than fifteen (15) days prior to the event date including additional equipment requested. If the submitted floor plan does not meet safety regulations or occupancy limits, staff will contact the rental party prior to making the necessary changes. All portions of the sidewalks, entries, doors, vestibules, halls, corridors, stairways, passageways, and all access points to public utilities on the premises must be kept unobstructed by the rental party. Facility staff will set up tables, chairs, and additional AV equipment as requested. If changes need to be made, they must be given to the Rental Coordinator no later than 72 hours in advance of the event and during normal business hours, which are 9am-4pm Monday-Thursday.

**CHANGEOVERS:** Any setup requiring a changeover during the event, regardless of changeover needs, will be the responsibility of the rental party. Additionally, any event requiring removal of tables and/or chairs will be the responsibility of the rental party, including those needing to be removed from the dance floor area.

**GROUP CONDUCT:** Courtesy and safety are mandatory. Equipment abuse, profanity, and fighting are unacceptable behavior and may result in expulsion from the facility.

- No illegal drugs, firearms, or weapons will be permitted on the premises.
- The 21<sup>st</sup> Century Bank Event Center is a non-smoking facility; the use of tobacco or vaping products is prohibited indoors.
- All alcoholic beverages must be served from the exclusive liquor caterer. The City of Rogers reserves the right to confiscate any personal alcohol on the premises.
- Alcohol is restricted to permitted areas.
- Children must be directly supervised by an adult 18 years or older.

**NOISE ORDINANCE:** The City of Rogers noise ordinance is complaint driven and the rental party may be asked to turn down, or turn off, any music not meeting the City's requirements. Any music performed or played outside of the building, including the patio areas, requires written approval from the Facility Rental Coordinator. Examples of music

usually approved outside: ceremony music, string quartet, harpist, acoustic guitar. Examples of music typically NOT approved outside: steel drums, live bands, DJs.

**EVENT SUPERVISION:** Facility staff will be assigned to permitted activities and shall have complete authority over the facility, all equipment, participants, and activities, including the authority to request changes in activities or cessation of activities. The contracted renter must be present during the entire rental period and must be available to review both a pre-activity and a post-activity checklist with staff. The only exception to this rule is when an honoree (bride/groom) is the contracted renter. In this case, the contracted renter must designate another attendee to review the checklists at the time that the room set up is submitted.

**DECORATIONS AND CLEAN UP:** No rice (including puffed rice or biodegradable rice), birdseed, confetti, glitter, pinatas, or other similar materials may be used inside or outside of the Facility. Bubbles are also not allowed outside or inside. No fog machines are permitted. Decorations may not be affixed to the walls, doors, windows, window coverings, chairs, painted surfaces, or hung from the ceiling. Tape, tacks, nails, staples, etc. are not permitted to attach your decorations. Candles are permitted as long as the flame is enclosed in glass (such as votive or hurricane lamps). Candles may also be used if floating in a non-flammable liquid. Flower or petals may be thrown during an outdoor ceremony but must be cleaned up by a member of the rental party immediately following the ceremony, regardless of the rental period duration. The Renter is allowed to decorate the Community Room up to the first 6 feet of the facility. A decorating company must do all the decorations are permitted within reason and must be pre-approved by the Facility Rental Coordinator. Decorations are permitted only in the space you have reserved. It is the responsibility of the renter to remove ALL decorations by the end of the rental period, tables and chairs must be cleared of all debris and trashed removed to dumpsters and new trash liners in all cans. The rental facility must be returned to the condition it was provided the renter upon arrival.

**WEATHER POLICY/UNFORSEEN CIRCUMSTANCES:** If you have rented an on-site space for your ceremony, staff reserves the right to cancel the ceremony if there are severe weather warnings, lightning, or if we feel it may cause damage to park property. If severe weather forces you to cancel your on-site ceremony, you may move it inside, beginning at room rental time. Changes in room layout are the responsibility of the renter.

The City is not responsible for electrical interruption due to inclement weather or a cause of equipment and/or technical malfunctions from unforeseen circumstances that may result in the cancellation/postponement of the event. The City of Rogers reserves the right to postpone, cancel, or delay scheduled events should circumstances occur that are beyond the City's control.

**LIABILITIES AND DELIVERIES:** The City of Rogers shall not be liable for the safety and/or security of any property belonging to the rental party or to those persons participating in the use of the property with the rental party. The contracted renter may not schedule any deliveries outside of the rental time and all deliveries must be signed for by the rental party. Facility Staff is not allowed to accept or sign for any deliveries. If a delivery is made, the Facility Staff is not responsible for delivered items. Items cannot be left at the facility at the conclusion of the event and must be removed prior to vacating the facility. Due to limited space, storage will not be permitted.

# **21<sup>ST</sup> CENTURY BANK EVENT CENTER RENTAL RATES**

Reservations are booked when the renter submits a signed facility use contract and fifty-percent (50%) of the rental fee (unless the reservation is made within sixty (60) days of the date; in which case the total rental fee, sales tax (if applicable), and damage deposit would be due). Contracts signed 12-18 months prior to the event date are subject to a rate increase not to exceed 10% of the contracted rate based on the approve Master Fee Schedule. Rates are no longer subject to change within 364 days of the event date.

#### **Graco Conference Room Rental Fee**

Conference Room does not allow food or drink

Resident	\$50/hour
Non-Resident	\$75/hour

Included in the Conference Room Rental Fee:

Rolling Meeting Chairs	30	6' x 2' Rolling Classroom Tables	14
	-		

#### **Great Hall Rental Fee**

Rental includes the Great Hall with tables & chairs, Patio, and Pergola with Garden.

	Resident	Non-Resident
Sunday-Thursday (2-hour minimum)	\$100/hour	\$130/hour
Friday (6-hour minimum)	\$120/hour	\$150/hour
Saturday or City Holiday (8-hour minimum)	\$140/hour	\$170/hour
Non-Profit Organization*	\$50/hour	\$75/hour

\*Non-profits or civic groups may not book Friday or Saturdays more than 90 days before

#### Included in the Great Hall Rental Fee:

Stacking Banquet Chairs	300	6' Round Tables (seat 8-10)	30
8' x 30" Rectangle Tables (seat 8-10)	20	2'w x 3' 9"h Metal Cocktail Tables	15
Child High Chairs	4	Podium	1

#### Available Ala Carte:

Projector and Screen	Great Hall	\$50
Portable Stage	Indoor	\$75
Fire Pit	Outside	\$50

\*Renter is responsible for all cords and accessories. Facility does not provide laptops, laptop cords, VGA cords, extension cords, converters, etc.

#### **Refundable Damage Deposit**

Damage Deposits are due sixty (60) days prior to your rental period. Damage Deposits, when submitted, are deposited and will be returned via City check, usually within six (6) weeks following the event.

Events without alcohol	\$300	
Events serving alcohol	\$500	

#### Food Disposal Fee & Kitchen Use Rates

The 21<sup>st</sup> Century Bank Event Center does not have catering or food service restrictions for private events (weddings, graduation parties, celebrations of life, etc.). Events open to the public should inquire on food service regulations and special requirements with the Facility Coordinator.

Food Served	No Kitchen Access	\$25	
Food Served	Kitchen Available	\$150	

#### Wedding Package Fee

Wedding would include 6 hours of setup up the day before the event between the hours of 2-8 pm, 8am - 12am day of event with full use of stage/garden, fire pit, AV system, kitchen, conference room, trash removal, table/chair setup and take down. Does not include refundable damage deposit.

Rogers Resident	\$3,000	(down payment of \$1,000)
Non-Resident	\$3,700	(down payment of \$1,840)



# 21<sup>ST</sup> CENTURY BANK EVENT CENTER FACILITY AGREEMENT

Client Name		Email	
Address		City	State Zip
Phone Number	Day of E	vent Contact Name & Phone Nur	nber
	Eve	nt Details	
Event Date	Type of Event		Estimated Attendance
Set-up Start Time (same d Day Before Event Setup?		nt End Time Exit Time (cle	an-up must be completed same day)
Rooms Needed:       Great Hall       Graco Conference Room         Food Served:       Yes, Kitchen Access Needed       Yes, No Kitchen Access Needed       None			
Alcohol Served: N	es Time alcohol will be sei	rved: Start Time:	End Time: alcohol provider 'Rogers Wine &
	for serving alcohol. I also unders I onto the premises.	tand that I will forfeit my depo	osit if I or my guests bring our own
(Please see Fee Table for any St associated costs)	rojector & Screen Podium cage Fire Pit nild High Chairs Pergola	<ul> <li>Microphones wirele</li> <li>Concessions Counter</li> <li>Patio/Turf Area</li> </ul>	ess or lapel (circle one)

Building setup details and layout can be found on Page 7.

### **Rental Fees**

Room Rental Fee:	hours X \$	hourly rate = \$	Total Room Rental Fee		
Down Payment Due to l	book date is 50% of Tota	l Room Rental Fee \$			
Fees for Additional Amenities (kitch	en, additional rooms, A/V e	tc.) \$			
Plus \$ Refundable	Damage Deposit				
Total Amount Due: (Total Room Fee + Additional Amenities Fee + Refundable Damage Deposit) \$					
OR					
Wedding Package \$					
Down Payment Due to book date i	s 50% of Wedding Packa	ge Fee \$			
Plus \$ Refundable	Damage Deposit				
Total Amount Due \$					

The fees reflected above do not include services from Rogers Wine & Spirits or any other outside vendors hired by the Renter.

The Renter signing this agreement hereby acknowledges receipt of this Facility Use Contract and agrees to be personally liable for any damages caused to the facility during the period of rental stated on the contract. If any of the above fees, terms or conditions are not met, the Renter risks losing their full damage deposit. The amount of the damage deposit paid hereunder is not a limit of the Rental Party's liability to the City of Rogers for damage. The agreement may not be assigned or transferred. I/we assume full responsibility for my/our own safety, and the safety of attendees at my/our function. I/we understand that use of the facility must be conducted in accordance with the City's rules for set-up and use, which are intended to help protect users of the facility. Except, where resulting from the negligence of supervising City employees, I/we will hold the City and City employees and agents harmless for any injury, loss or damage to property resulting from use of the facility. By signing this agreement, I/we understand that we are responsible for all payments associated with this rental contract.

Renter & Responsible Payer Signature

Date

Venue: 21<sup>st</sup> Century Bank Event Center 12716 Main Street Rogers, MN 55374

Mailing Address: City of Rogers 22350 South Diamond Lake Road Rogers, MN 55374