

Benson Civic Center Rental Rules and Regulations

May 06

Contract Information

A. Rental Agreement

Reservation is made by coming to the Benson Civic Center, Monday - Thursday by 5 pm and Friday by 4 pm, and completing a rental agreement and paying the rental fee and deposit. Rental payments are accepted in the form of cash or check. Arrangements can be made to pay by Visa or MasterCard at Town Hall. A \$25 fee will be charged for all returned checks as provided by Town of Benson Service Policy.

B. Deposit

A **\$100.00 cash** deposit shall be made to cover damage to equipment or property and for special cleaning required. Necessary expenses exceeding the deposit will also be borne by the Renter and will be subject to reimbursement to the Town of Benson within a reasonable period of time, not to exceed 60 days following the termination of lease or incident which damage occurred. Renter may pick up refundable deposit after 11:00 am of the next business day providing facility (to include bathrooms and parking lot) and all related areas were left as found and there was no damage. Deposits left after 30 days from the rental date become the property of the Town of Benson.

C. Scheduling

Reservations must be made at least two (2) weeks in advance. **There will be no rentals scheduled during Town of Benson recognized holidays.** Rental must include set up and clean up time. All activities must conclude by 11:00 pm and the facility cleared of equipment and people by Midnight. On Sundays, activities must conclude by 9:00 pm and the facility cleared by 10:00 pm.

Rules and Regulations

Renter is responsible for following the rules and regulations developed for the Benson Civic Center. Any questions regarding these rules should be addressed to the Benson Parks and Recreation Administrative Assistant prior to Rental.

A. Admission/Selling of Goods or Merchandise

Renter shall not charge admission for entrance to the grounds of the facility. The Benson Parks and Recreation Director or designee must approve the sale of any goods or any type of fund-raisers. If approved, all town, state and federal permits must be obtained to finalize the rental.

B. Alcohol

It shall be unlawful for alcoholic beverages to be consumed on the premises at any time.

C. Non-Transferability

The Renter shall have no right to sublease the premises or assign any privileges hereunder to anyone for any purpose.

D. Claims/Hold Harmless

The Renter agrees to indemnify the Town of Benson and save it harmless from any and all loss, liability, cost, damage, demand, attorney's fees and expenses that the Town of Benson may incur or be held liable for on account of or that may directly or indirectly grow out of, or in any manner be connected with the use and occupancy of the premises by the Renter.

E. Admittance

Renter agrees that lands, buildings and equipment that are made available under this agreement will not be used by persons, firms, corporation or other groups for the purpose of conducting an exhibition, display, entertainment, or other event in which persons other than members of such group may participant, with or without regard to race, color, national origin (Title VI, Civil Rights Act - 1964).

F. Refunds

Rental fees are nonrefundable.

G. Cancellation

It is understood and agreed that this contract is subject to cancellation if and when the Town of Benson, in its discretion, finds that public emergency requires such cancellations. Rentals cancelled by the Town of Benson due to an emergency or inclement weather will receive a full refund or credit for reschedule date. Rentals cancelled due to security or alcohol related issues or failure to provide adequate supervision will not receive a refund.

Facility Information

A. Identification of Location

Renter will identify the facility as "Benson Civic Center" and the location of the premises as 1204 N. Johnson Street, Benson on all printed material and advertising. No advertising or publicity of any nature may state or imply that the Town of Benson sponsors or is responsible for Renter's activities during the period of use.

B. Equipment

There is no additional charge for usage of tables and chairs. Equipment needs must be listed on the rental agreement to be sure enough is available. All other supplies and equipment must be supplied by the Renter. Any Town equipment destroyed, stolen or abused must be replaced by Renter. No outside equipment shall be left over or stored on the premises. Equipment set up cannot block exits or touch the walls. All furniture/equipment must be returned to original location at the completion of the rental. Failure to do so may result in loss of deposit.

C. Kitchen Use

The kitchen counter, sinks and serving window are available to renters. The kitchen is not equipped with a stove or refrigerator.

D. Decorations

No decorations are to be installed without first securing approval. The driving of nails, tacks, or other metal articles into walls, or the posting of papers, signs, and the like or otherwise marring the property, are absolutely prohibited.

E. Accessories

The Town of Benson does not provide accessories such as scissors, tape, staples, pens or pencils. Please bring any items needed for your event.

F. Room Capacities

Room capacities are determined by the Town of Benson Building Inspector and must be met by Renter.

G. Smoke Free

The Benson Civic Center is a smoke free facility.

H. Cookers, Grills, Fryers, etc.

Renters must designate usage of any type of cooker on the rental agreement. Staff will set up cones in the parking lot across from the north side multi-purpose room doors. Cookers are permitted in designated location only. Failure to set up in proper location will result in the loss of the deposit.

I. Parking

Parking is available in the lots around the facility where designated. Parking is not permitted in the drive directly in front of the facility.

J. Clean Up

Renter agrees to deliver up the premises at the expiration of the lease in as good condition as at the beginning of the term of the lease. The Town of Benson will not furnish janitorial service. Tables and chairs must be wiped down, garbage emptied and taken out to the dumpster using the back door of the multi-purpose room or the back door in the kitchen, bathrooms must be cleaned thoroughly, floors swept/mopped, and grounds outside facility (including the parking areas) must be picked up. Can liners and cleaning products will be provided by the Town of Benson.

K. Closing Time

The Renter must vacate the facility at the time designated on the rental agreement. **Failure to vacate will result in a \$50 per hour (or any part thereof) service charge.**

Safety

A. Obstructions

All portions of the sidewalks, entries, doors, hallways and all ways of access to public utilities of premises shall be kept unobstructed by the Renter and shall not be used for any purpose except for ingress or egress to and from the premises by the Renter.

B. Hazardous Materials

Renter agrees not to bring onto the premises any material, substance, equipment or object which is likely to constitute a hazard to the property thereon without the prior approval of the Parks and Recreation Director or designee. The Town of Benson shall have the right to refuse any such material substances, equipment or object to be brought onto the premises and the further right to require its immediate removal there from if found thereon.

C. Fire Arms and Weapons

Weapons of all kinds are prohibited with the exception of local, state and federal law enforcement officials and approved public demonstrations.

D. Security

Security personnel will be requested at the Town's discretion. Renter will be required to pay current hourly wages in advance for security personnel provided by the Benson Police Department. **Rental will not be accepted without proof of payment for security.** Youth groups must have at least 1 adult chaperone for every 10 youth attending event. Failure to provide adequate supervision will result in the cancellation of rental and deposit not being refunded.

E. Theft

The Town of Benson is not and shall not be responsible for losses by the Renter, its agents or employees or patrons occasioned by theft or disappearance of equipment or other personal property.

F. Conduct

The Renter agrees not to engage in or permit the premises to be used for any unlawful or offensive purpose, and agrees to abide by all local, state and federal regulations. Patrons exhibiting disruptive behavior will be asked to leave the facility and grounds.

Services Rendered

A. Utilities

The Town of Benson will furnish heat, air conditioning, water and electricity as part of the rental payment providing the requirements do not exceed normal operating loads. **Adjusting of thermostats will be done by staff member only.** If thermostats are left turned up / down by Renter or anyone in Renters party, Renter will be responsible for additional charges. Additional requirements will be predetermined, insofar as possible, noted in the contract and charged for at prevailing rates. The Renter agrees to support all costs involved in providing these additional utilities.

B. Staffing

The Town of Benson will provide a staff person to open and close the facility and answer any questions during the rental.

C. Janitorial Services

Initial basic janitorial services will be provided prior to the event to be sure facility is in proper condition for Rental. All janitorial services during and after event are the responsibility of the Renter.

D. Final Walk Through

Renter and staff person will conduct a final walk through of the facility to be sure it is cleaned and in order. An official inspection will be conducted by facility staff on the next business day.

Deposit

\$100.00 (cash) for all rentals

Resident (pays taxes to Town of Benson)

Multi-Purpose Room / Conference Room

\$90 first 3 hours

\$25 each additional hour

\$350 weekend (12 hour period between Friday 2 pm - Sunday 9 pm)

Meeting Rooms

\$60 first 3 hours

\$15 each additional hour

Non-Resident

Multi-Purpose Room / Conference Room

\$140 first 3 hours

\$40 each additional hour

\$500 weekend (12 hour period between Friday 2 pm - Sunday 9 pm)

Meeting Rooms

\$90 first 3 hours

\$25 each additional hour

****NOTE** Failure to vacate facility at designated time will result in a \$50 per hour (or any part thereof) service charge.**

Room Capacities

Multi-Purpose Room

125 seated w/ tables

Conference Room

60 standing

40 seated w/ tables

Meeting Room A

60 standing

40 seated w/ tables

Meeting Room B

Under 20 patrons