



The City of Savage enforces the following rules and regulations with respect to private rentals. Please read them carefully.

RENTAL FEES

- a. If renting the Aspen Room, the adjacent patio is included with your reservation. The common space is not considered part of the reservation and is a shared space if others are in the building.
- b. Public and private schools and Community Education within districts 191 and 719 may utilize the environmental classroom space within the McColl Pond ELC for environmental-related educational purposes free of charge. For these groups, usage of the Aspen room will include an hourly fee of the resident non-profit rate.
- c. All rental fees and rental rates are listed on the City of Savage's fee schedule, approved by the City Council annually.
- d. A reservation fee of 50% of the total balance is required at the time of reservation to hold the rental. The Reservation Fee is non-refundable but is applied toward the final balance due.
- e. **Final payments are due 60 days prior to Date of Use.** Renter may lose use of the facility, and rental agreement may be voided, if balance due is not received 60 days prior to Date of Use.
- f. The City of Savage reserves the right to invoice the renter for any damage, staff time, or replacement costs incurred by the City of Savage due to damage, cleaning, non-compliance with applicable rules, regulations, laws and/or ordinances, or other issues deemed reasonable by City of Savage staff or for any reason outlined in this Policy. The Renter shall be responsible for the actions of all guests and vendors.
- g. In the event of notification cancelling the reservation is received at least 60 days in advance of the reservation date, all payments made, except for the Reservation Fee, shall be refunded.
- h. No refunds shall be given if notice to cancel is received less than 60 days prior to the Date of Use. The renter is obligated to pay the remaining balance if they cancel less than 60 days prior to the Date of Use.
- i. The Date of Use and amount of time is allowed to be adjusted up to three times within the same calendar year if these changes take place at least 60 days in advance. Reservation dates and time adjustments cannot be adjusted less than 60 days prior to the Date of Use.
- j. The Renter is responsible for all payments to vendors. These fees are to be paid directly to the vendor, not the City of Savage.

CITY OF SAVAGE RIGHT TO CANCEL

- a. Cancellation by the City: The City of Savage reserves the right to cancel this rental application prior to Date of Use, or at any time when a state of emergency is declared by the City of Savage, if utility services are interrupted or unsafe environment conditions exists, or at any time deemed reasonably necessary by the City in its sole discretion. In such an event, Renter agrees that the City shall have no responsibility or liability for any disruption, damage, or loss that the Renter may suffer or incur due to such cancellation. The City will attempt to notify Renter as soon as possible if such cancellation occurs. Fees paid to the City of Savage may be refunded to the Renter if this Agreement is cancelled pursuant to this paragraph.

CATERER REQUIREMENTS

- a. The Renter is responsible for securing any vendor or caterer.
- b. The ELC Prep kitchen is available for catering use. On site baking or cooking is not available. Any other use of the ELC kitchen, including storage, is prohibited.
- c. Gas or charcoal grills are allowed for use outside. It is mandatory that a piece of plywood or thick cardboard be placed underneath the grill in case of grease spillage or other potential damage. In the event of any type of damage or stains related to grilling left at the site, the Renter shall be invoiced accordingly. All grilling waste must be disposed of properly. Failure to do so will also result in additional charges to the Renter.
- d. All caterers must be licensed with the Minnesota Department of Health and abide by all applicable laws and regulations. Renter is required to provide contact information for all professional or commercial caterers/restaurants to the City of Savage. The Caterer Contact Form must be returned 30 days prior to the Date of Use. Caterers who will be supplying or selling alcohol must abide by all state laws, regulations and city ordinances.

ALCOHOL & TOBACCO-FREE

- a. Alcoholic beverages may be served to and consumed by guests aged twenty-one (21) years of age or older in compliance with state laws, regulations and city ordinances, but shall not be sold without a valid temporary on-sale license for beer and/or wine issued by the City. The City may issue a temporary license for the sale of intoxicating liquor, 3.2% beet, malt liquor and/or wine not exceeding 14% by volume to a club or charitable, religious or nonprofit organization or a political committee registered under Minn. Stat. § 10A.14. All groups selling alcoholic beverages of any kind in the ELC shall secure liquor liability insurance in the minimum amount of \$500,000 with the City of Savage named as an additional insured party. A valid certificate of insurance must be submitted and approved by the City of Savage prior to the Date of Use.
- b. Caterers who will be supplying or selling alcohol must abide by all state laws, regulations and city ordinances. Caterers are permitted to sell alcoholic beverages on the premises as long as the City Clerk and City of Savage Police Department have been notified 30 days in advance of the Date of Use that they are in compliance with Savage City Code § 111.023(K). Renter acknowledges and agrees that it will be responsible for ensuring that any and all caterers comply with all applicable state laws, regulations and city ordinances.
- c. All alcoholic beverages must be consumed on the premises and only in the Aspen Room and adjacent patio. No glass is allowed on the outdoor patio.
- d. The ELC is a TOBACCO-FREE FACILITY and the use of tobacco products of any kind are prohibited throughout the ELC building, patio, and surrounding area except only as permitted in the designated areas of the ELC parking lot.

DECORATIONS

- a. Affixing items to the walls, ceilings, windows or other building elements is strictly prohibited.
- b. Candles are permitted when used in a fire-safe, enclosed container.
- c. Decorations must be removed at the conclusion of the event. Any decorations left in the ELC will be discarded by City of Savage staff.
- d. The use of fog/smoke (special effect fogging) machines is prohibited. No confetti, streamers, birdseed, rice, glitter, sand, silly string, or fresh flower petals are allowed in the ELC or outside on the grounds.
- e. Tables, chairs, and furniture of any kind from inside the building is not allowed to be moved outdoors for any reason. Moving these items outside could result in damage to the floor of the ELC. The renter could be liable for covering the cost of such damage if this policy is not followed.

RENTAL TIMES

- a. The hours of operation are 7:00 a.m. to 11 p.m. The Renter shall organize its activities to fit into the rental time indicated on the Agreement. The rental area(s) will not be available to the Renter or any of the Renter's vendors before or after the time indicated on the rental agreement.
- b. The activities shall cease at the time stated in the rental agreement. The Renter will be charged for any time over the stated time at the appropriate pro-rated rate based on their account information.

GROUP CONDUCT POLICY

- a. Disorderly conduct is prohibited. Disorderly conduct is behavior that is intrusive or offensive to other patrons or City of Savage staff, behavior that is unsafe or harmful, behavior that could result in damage to the ELC and/or items owned by the City of Savage, and any other behavior deemed disorderly by City of Savage staff. The Renter shall be solely responsible for supervising the conduct of members of its group. The City of Savage reserves the right to remove disorderly persons from the ELC.
- b. Children (17 years & younger) must be directly supervised by an adult (18 years & older). There is no running or playing in the ELC hallways, lobby, or meeting rooms.
- c. City of Savage staff will immediately notify the Event Contact listed in the rental agreement of any incident. It is the responsibility of the Event Contact to remedy the situation. If after notification, the situation is not remedied, City of Savage staff reserve the right to end the event and ask the entire group to leave the premises. In this case no fees will be reimbursed by the City of Savage.

USE OF THE ELC

- a. The Renter understands that rentals may be affected by sound from other park or ELC activities. The Renter further understands that other activities may be going on in different areas of the building at the same time. The Renter does not have exclusive use of the ELC as a whole.
- b. The rental agreement may not be assigned or transferred. Renter may not sublet the ELC.
- c. The Renter shall use only the rental area(s) outlined on the rental agreement.
- d. The Renter shall leave the rental area(s) used in a clean, orderly fashion, including replacing items that were moved.
- e. Activities and events sponsored by the individuals, agencies, organizations, or groups shall not discriminate contrary to laws of the State of Minnesota, and, without limitation, shall not discriminate against any person on the basis of sex, race, creed, religion, color, national origin, age, marital status, economic status, or disability.
- f. Gambling, unless legally permitted for charitable events, or illegal activity of any sort, is prohibited.
- g. Sound levels for DJ's, bands and other audio equipment will be required to be controlled and maintained at a reasonable level and subject to the City of Savage noise ordinance. All outdoor music must cease no later than 10:00 p.m.
- h. All visitors and vendors must be cleaned up and out of the building no later than 11 p.m.
- i. No items may be left on-site before or after an event. The Renter may not store any items at the ELC. Any items left in the building will be discarded by City of Savage staff at the Renter's expense. The City of Savage is not responsible for any items left on site by Renter or any of the Renter's vendors or guests. If the Renter has a reservation on subsequent days, they are permitted to leave items in the ELC, but the City of Savage is not responsible and cannot be held liable for these items.
- j. Absolutely no vehicles are allowed on the sidewalk or patio area. Driving on these areas may result in additional charges.
- k. Renter is responsible for informing all vendors of the ELC rules and regulations. Renter can incur additional charges due to actions of Renter's vendors (including driving on patio/sidewalk).
- l. Renter must abide by city and county signage ordinances. A copy of the ordinance can be obtained through the City Clerk.
- m. Renter shall abide by all applicable laws, regulations and/or ordinances. Failure by Renter or Renter's agents, vendors or guests to abide by applicable laws, regulations and/or ordinances could result in additional charges to the Renter.
- n. The fireplace is not to be used in any fashion unless written permission is obtained from the Recreation Manager or Public Works Director. A staff member must be present, and Renter will pay such staff member \$10 per hour including set-up and clean-up time.

INDEMNIFICATION BY RENTER

Renter shall indemnify and hold harmless the City of Savage and its officers, employees, and agents against any and all liabilities, damages, fines, penalties, costs, claims and other expenses, including attorneys' fees, caused by, arising from or related to (a) Renter's and/or Renter's guests, invitees, agents, caterers, or third parties' negligence and/or misconduct; (b) any personal injury or property damage occurring in the ELC and its surrounding area during Renter's period of use; (c) Renter's and/or Renter's guests, invitees, agents, caterers, or third parties' failure to comply with any requirements set forth in this rental application or any other applicable law, rule, regulation and ordinance; (d) Renter's loss of use of the rented area due to labor disputes, civil unrest, war, invasions, rebellion, hospitalities, military or usurped power, sabotage, governmental regulations or controls, fires or other casualty, or acts of God outside of and beyond the City of Savage's control; and (e) any litigation or proceeding commenced by or against Renter to which the City is made a party.