



# HANKINSON COMMUNITY CENTER

## USE AND RENTAL POLICIES

Effective Date 1/1/2022



City of Hankinson

Hankinson Community

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Community Center Manager

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## HANKINSON COMMUNITY CENTER – Use and Rental Policies

Thank you for selecting the Hankinson Community Center for your event. The City of Hankinson is the owner and operator of the Community Center under the policies and guidelines established by the Hankinson City Council and is in full control and has full authority of any activities involving the Center.

The City Council recognizes the desirability of having the Community Center used as much as possible. This policy manual promotes the active use of the Community Center while establishing priorities for use of the facilities and outlining scheduling procedures and guidelines. It also sets reasonable rules and regulations for use of the facility. To clearly communicate our use and rental policies, we ask that you read this manual and abide by it.

The City of Hankinson reserves the right to supply service and/or refuse service to anyone who does not adhere to rental agreement and who does not clean up premises after using it, damages equipment, furniture and supplies, and/or violates City ordinances or causes other mischief or any damages that could create a liability issue with the general public.

### 1. COMMUNITY CENTER INFORMATION

#### BUILDING—

- Main Hall has total of 4,500 square feet
- Adjoining Edward and Fred Hunger meeting room has 1,600 square feet
- Charles Hein entrance room has 2,000 square feet
- Fully equipped, licensed kitchen which includes large three-door upright refrigerator unit, large upright freezer unit, commercial dishwasher and sanitizer, stove, three ovens, six-foot griddle, coffee pots and roasters
- Fully equipped bar with two serving areas, upright beer coolers, walk-in cooler that can hold up to six kegs along with canned and bottle beer, upright pop cooler
- 250 square-foot stage in Main Hall
- Smoke-free, air-conditioned, and completely handicap accessible
- Modest-size rollup (garage) door for easy unloading
- Tables and chairs for approximately 500 guests
  - 500 chairs; 47 – 8 ft. rectangle tables; 7 – 6 ft. rectangle tables and 21 – 5 ft. round tables
- Large, convenient parking area

#### BUILDING EXTRAS—

In addition to renting the building, the City offers the following:

- Free use of ice maker and bagged ice
- Free wireless internet access
- State-of-the-art audio-visual system (Fees apply – see page 8)
  - Overhead speakers, Blu-ray DVD player, and microphones
  - Podium, projection camera, and large drop-down screen and overhead projector in both Main Hall and Hunger Meeting Room
  - Two large television monitors in the Main Hall and one in the Hein room

### 2. HOURS OF USE

The Community Center is available for rent any day of the week, Monday through Sunday. The Community Center will open no earlier than 6:00 a.m. and will close no later than 1 a.m. ALL GUESTS must be out of the building no later than 1:00 a.m. Following the event, the renter will be allowed time to gather their personal items/equipment and clean-up.

It will be at the discretion of the Community Center manager, and availability of cleaning staff, if the Community Center will be available on holidays. If the Community Center manager approves rental on a holiday, the normal rental rates will be charged.

### 3. GENERAL POLICIES

The renter is responsible for enforcing the policies of the Hankinson Community Center and shall assume full responsibility for any unlawful act committed in the exercise of the lease. The renter agrees to follow these policies:

- Comply with all City ordinances, North Dakota state statutes, Federal laws, and the established rules for use which apply to authorized use of the Community Center
- Supervise the conduct of the participants at their event
- Smoking is not allowed in the Community Center
- Illegal gambling is prohibited
- Disorderly conduct of participants is prohibited.
- Children must be under the direct supervision of an adult at all times.
- The renter shall assume all responsibilities for noise levels of their participants and noise levels shall not disturb other groups.
- All bands and audio equipment must stop playing by 12:30 a.m.
- All alcohol sales/consumption must cease at 12:30 a.m.
- The facility must be left in a clean and orderly fashion.
- Renters will be fully responsible for any damage to the facility or equipment. Any damage to the facility or equipment must be reported as soon as possible to City staff or Community Center manager.
- One key is given per event. The key shall not be copied or duplicated. Key shall be placed in key drop box at the end of the event.
- All persons and any equipment not owned by the City must leave the Community Center at the end of the contracted time. The Community Center is not responsible for items that have been left in the building during setup the day before or left behind after the group has exited the facility.
- ***No Fog or Smoke machines*** shall be used in the Community Center (events, DJ's, Dances etc.).

### 4. LEASE CONTRACTS

The City of Hankinson has established lease contracts with local community-based organizations including but not limited to the following:

- American Legion Post No. 88 - See contract
- Richland Wildlife Club - See contract
- Hankinson Volunteer Fire Department

### 5. DEFINITION OF RENTAL GROUPS (located in the city of Hankinson)

- City Affiliated Organizations: Organizations that operate in support of the city of Hankinson through taxable means
  - Examples: Hankinson Community Development Corporation, Renaissance Zone Authority, Richland County Commission, Richland County Jobs Development Authority, Hankinson Housing Authority, Hankinson Park Board, Hankinson Public Library
- Local Civic Groups: A group of individuals which is locally-based, non-profit, and tax-exempt (preferred but not required). This group would generally hold monthly meetings, have membership dues, often use Robert's Rules of Order to conduct meetings, typically interact with youth of the community as well as the elderly, normally provide activities throughout the community for the benefit of the community and often charge fees or hold fundraising activities to support local events throughout the year.
  - Examples: Richland Wildlife Club, American Legion Post #88, Teens for Life, Hankinson Commercial Club, Hankinson Volunteer Fire Department, Girl Scouts, Cub Scouts, Boy Scouts

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- Local Youth Groups: Youth-oriented groups which operate for the benefit of the youth of the community
  - Examples: Just for Kix, Hankinson Little Theatre, Dollars for Scholars, Hankinson D.C. Trip, school-related groups
- Local Religious Groups:
  - Examples: LYF, CYO, local churches
- Private Groups: Any group not previously listed
  - Examples: Weddings and wedding dances, benefits, commercial events, auctions, sales events, anniversaries, birthday celebrations, graduation receptions, board meetings, co-op meetings and other groups and events as approved by the City Council.

**6. PRIORITIES FOR USE OF THE COMMUNITY CENTER**

This section identifies priority classifications for use of the Community Center. For most instances, reservations for use of the Community Center will be awarded on a first-come, first-serve basis. If a conflict arises, below are the classifications in descending order of priority:

**Main Hall and Kitchen**

- Priority 1:** Public and Emergency Activities: In the event of public emergencies (mass immunizations, disaster relief, state of emergency declared), the Community Center may be needed to assist State, Federal and/or County agencies in recovery efforts. Any event may be cancelled by the City up to the time of use when a public emergency is declared. In this circumstance, the City assumes no responsibility for any disruption a cancellation may cause. The City will refund any rental fees due to a cancellation for a public emergency. The City will attempt to notify the applicant immediately if cancellation is necessary.
- Priority 2:** Private groups -- renters paying for the use of the Community Center
- Priority 3:** Local Civic, Youth & Religious Groups and Hankinson Public School Dist.
- Priority 4:** Business relating to the City of Hankinson
- Priority 5:** Other governmental agencies

**Hunger Meeting Room**

- Priority 1:** Public emergency activities
- Priority 2:** Business relating to City of Hankinson
- Priority 3:** Other governmental activities
- Priority 4:** Private groups - renters paying for the use of the Community Center
- Priority 5:** Local Civic, Youth & Religious Groups and Hankinson Public School Dist.

**NOTE:** Any group or organization paying *reduced fees or no fees* for the use of the Community Center may be “bumped” from their selected dates by a private renter. The group or organization would be given the option of paying full rental fees to keep their selected date. A private renter cannot “bump” a group within 30 days of a scheduled event.

## 7. RENTAL CHARGES and CLEANING/DAMAGE DEPOSIT

A list of rental charges is included in the Fee Schedule (page 8). In addition to the rental fee(s), a cleaning/damage deposit of \$100 for the Hunger meeting room or \$250 for the Main Hall by cash or check is required. The rental fee(s) plus the cleaning/damage deposit will be the total lease amount. **All groups** are required to pay the cleaning/damage deposit. The cleaning/damage deposit will be refunded within thirty (30) days after the scheduled event upon inspection of the premises, if the premises are found to be in as good and clean condition as existed just prior to the event. The inspection will be conducted before any other event is held in the rented area. The City reserves the right to retain part or all of the cleaning/damage deposit to pay for any costs of repairs or cleaning made necessary by the renter's use of the facility. The liability of the renter shall not be limited to the amount of the cleaning/damage deposit. The liability of the renter shall extend to any damage or cleaning costs incurred as a result of the acts of any participants in the event sponsored by the renter on the premises. Cleaning will be assessed at a rate of \$25 per hour.

Rental rates are subject to change. If rates change after a lease agreement has been signed, the rental fee increase is limited to 10%.

The Community Center manager, after consultation with the Mayor, has the authority to adjust rates for Local Civic, Local Youth and Religious groups on a case-by-case basis for special circumstances.

## 8. RESERVATION PROCEDURES

You must contact the Community Center Manager to reserve the facility. No reservations will be made more than 3 years in advance of an event. Tentative reservations will be held up to three (3) weeks, at which time a signed lease and rental deposit are due (see fee schedule on page 8). The balance of the rental fees is due no later than thirty (30) days prior to the event date. If rental fees are not received by the due date, the City has the option of renting the facility to another group. The renter may not sublet the facility, nor may the application be transferred or assigned. **Rental deposits are NOT refundable.**

## 9. ALCOHOLIC BEVERAGES/FOOD

### ■ Alcoholic Beverages:

- Any event that includes the SALE of alcohol requires a City-designated holder of an on-sale intoxicating liquor license to serve liquor at the Hankinson Community Center.
- Alcohol may be brought in to the Community Center and renter is responsible and liable. All containers must be removed when renter's event is concluded. Ice is available at no charge.
- Liquor from bottles must be served in plastic cups.
- Alcohol shall not be consumed outside the building. All consumption of alcohol must cease at 12:30 a.m. or the conclusion of the event whichever comes first.

### ■ Food:

It is the responsibility of the renter to make all arrangements with the food provider of their choice. The relationship will be between the renter and the food provider, not the City of Hankinson. The fully-equipped licensed kitchen is available for use to all renters (fees apply - see rental fees on page 8).

## 10. SET-UP

When renting the main hall, the day before the event may be used by the renter for set-up at no cost. An *additional* set-up day can be reserved for \$100.00 if there is not another event scheduled on that date. The day before the event and the additional set-up day can only be used for set-up. Renter may not use these days to hold another event. If the City receives a request to rent the facility on the *additional* set-up date, the renter must pay the full rental rate for the *additional* day.

Renters have the option of setting up themselves or contracting with the City for set-up of tables and chairs (see page 8 for fees). If the City does the set-up, the renter must provide a floor plan to the Community Center manager fourteen (14) days prior to rental date.

## 11. DECORATING

The Community Center manager and City staff have the right to refuse certain decorations. Renters are encouraged to discuss all decorating plans with the Community Center manager before decorating. Any violation of decorating policies may result in a withholding from renter's deposit.

The renter agrees to follow the following guidelines when decorating:

- The use of tape (includes two-sided with plastic hooks), pins or tacks, 3M hooks, tacky glue, or any other decorating device on any ceilings, painted or varnished surface is not allowed. (Includes walls; wood trim around stage/windows/doors/trophy cases in hallways or metal trim around doors/bathroom stalls.) The use of tape on the floors is also not allowed.
- The use of magnetic hooks to attach items to the ceiling tiles is acceptable. Any damage to the ceiling tile from a renter hanging items from the ceiling will be the responsibility of the renter.
- Hooks will be supplied for use in ceiling to hang heavy decorations. Any damage will be deducted from deposit.
- The City does not allow any type of sand/pebble/rock, glitter, rice, birdseed, confetti or straw/hay bales of any kind (no hay bales outside either) to be brought into the facility.
- Water fountains are permitted with the understanding the renter must guarantee no leaks.
- Backdrop is provided to hang banners and decorations.
- Candles are permitted, but must be in a container/holder of sufficient size for the candle so wax does not drip onto the tables, linens and/or floor.
- All decorations must be removed from the facility at the conclusion of the event.

## 12. CLEAN-UP

The City's cleaning staff will clean bathrooms, mop floors, clean glass, vacuum, etc. following each event. \* Cleaning is included in the rental fee and cannot be waived. While the City's cleaning staff handles most of the clean-up, the renter is still responsible for the following:

### Main Hall, Hunger Meeting Room, Hein Room

- Remove all decorations and personal items
- Clean up all garbage and put garbage bags in dumpster located on the north side of the building
- Pour all liquids down the drain—do not dump in garbage cans
- Wipe and tear down all tables and chairs
- Sweep the floor to pick up major debris

If the facility has not been rented the day after the event, renter may clean the following morning. Arrangements must be made in advance with the Community Center Manager and be completed by 12 noon the day following the event.

### Kitchen

- Empty all garbage containers into the outside dumpster
- Wipe off all counter tops and appliances used
- Clean and put away all equipment/utensils used
- Sweep floor and mop up any large spills

Failure to follow these cleaning guidelines may result in a withholding from your cleaning/damage deposit. **Cleaning will be assessed at a rate of \$25 per hour.**

**\*Private groups only. All other groups are required to thoroughly clean the facility after use.**

**\*ALL DOORS MUST BE LOCKED OR THERE WILL BE A \$50 CHARGE PER DOOR LEFT UNLOCKED**

### **13. EVENT SECURITY**

If a public dance is part of your event, a law enforcement officer will be required and will be provided by the City of Hankinson for a fee. The renter will be responsible for paying this charge at the same time as paying the rental fees (see fee schedule on pg. 8).

### **14. NOTICE OF RESPONSIBILITY/LIABILITY**

The City of Hankinson hopes that you and the participants at your event will all have an enjoyable and safe time at our facility.

This section is to notify you that the City of Hankinson, the owner and operator of the Community Center, is responsible only to maintain the building and its structural components and systems, such as plumbing, lighting and electricity, in a safe and operable condition. The City is not responsible for the conduct of persons participating in events held at the facility.

It is your responsibility as the renter of the facility and the sponsor of the event to see to it that the participants use the facility in a safe and reasonable manner and obey all laws.

Likewise, the City is not responsible for the conduct of any persons or businesses hired by you to work at the event, including, but not limited to, the liquor servers (as provided under City contract), food caterers, decorators or entertainers hired to service the event. The renter shall take complete responsibility for the conduct of its group or others present during the rental period, and agree to compensate the City of Hankinson for all damages to the facility, equipment, or other property owned by the City incurred during the rental period. Furthermore, the renter assumes all liability for any personal injuries, including death caused by participants at the scheduled event.

Any disputes or claims of liability involving such providers of services are matters strictly between you, the event participants and the providers. You agree that neither you nor the participants at your event shall file any claim against or involve the City in any legal action regarding such matters.

### **15. VIOLATION OF POLICIES**

The City reserves the right to end any event early if policies are violated. A violation of these policies may result in a withholding from your damage deposit and may also result in the denial of future use of the Community Center.

### **16. CANCELLATION OF RENTALS AND REFUNDS**

Any reservation cancellation of the lease must be in written form, served on the Community Center manager personally, or by U. S. Mail to City of Hankinson, P. O. Box 478, Hankinson, ND 58041. If the reservation is cancelled more than thirty (30) days prior to the scheduled rental date, the City of Hankinson will refund all amounts paid EXCEPT the rental deposit. If the reservation is cancelled for any reason thirty (30) days or less prior to the scheduled date, the City shall retain the entire rental amount. You will be refunded the cleaning/damage deposit and the event security fee. Failure to pay rental fees no later than thirty (30) days prior to the event will result in forfeiture of the rental deposit and the reserved lease date shall be cancelled.

Under certain circumstances, the City of Hankinson may be forced to cancel a lease agreement prior to the event. Possible reasons for cancellation include, but are not limited to, a declared state of emergency, unsafe environmental or health conditions, or interrupted utility services. In such an event, the renter agrees that the City of Hankinson shall not have responsibility for costs the renter may suffer or incur due to such a cancellation. The City will attempt to notify the renter as soon as possible if such cancellation occurs. All fees paid to the City by the renter shall be refunded to the renter if the reservation is cancelled by the City of Hankinson for any of the above reasons.

## Hankinson Community Center Fee Schedule

\*All fees are subject to change by the Hankinson City Council\*

**RENTAL FEES:** Rental fees are due no later than 30 days prior to the event.

**Private Groups:**

Hunger Meeting Room.....	\$100
Hunger Meeting & Hein Room.....	\$150
Main Hall (includes Hein Room) .....	<b>Events with less than 150 guests</b> \$400
.....	<b>Events with more than 150 guests</b> \$500

**City Affiliated Organizations; Civic, Local Youth and Religious Groups:**

***Events and Fundraisers:***

Hunger Meeting Room.....	\$25
Hunger Meeting & Hein Room .....	\$75
Main Hall.....	\$150

***Meetings:***

Hunger Meeting Room.....	No Charge
Hunger Meeting & Hein Room .....	No Charge
Main Hall.....	No Charge

**RENTAL DEPOSIT:** Rental deposits are due at the time of reservation to secure the rental date.

**Private, Civic, Local Youth & Religious Groups:**

Hunger Meeting Room.....	\$25
Hunger Meeting & Hein Room.....	\$25
Main Hall.....	\$100

**CLEANING/DAMAGE DEPOSIT:** The cleaning/damage deposit is due 30 days prior to event.

Hunger Meeting Room.....	\$100
Hunger Meeting Room & Hein Room.....	\$100
Main Hall.....	\$250

**\*Any additional cleaning needed as a result from your event will be retained from your deposit\***

**OTHER FEES:** Other fees are due no later than 30 days prior to event.

Full Kitchen Access .....	\$100
Limited Kitchen Access (no dishwasher, stove, oven or grill).....	\$25
Bar Cleaning (if used).....	\$25
Audio-Visual Equipment: (Microphone and speaker system included in rental fees)	
<b><u>Private Groups:</u></b>	
Projection system.....	\$25
Camera .....	\$25
<b><u>Civic, Local Youth &amp; Religious Groups:</u></b>	
Projection system.....	No charge
Camera .....	\$25
Audio-Visual Attendant (2 hours).....	\$100
Set-up Fee (tables and chairs only):	
250 or less guests.....	\$150
More than 250 guests.....	\$200
Tear-down Fee (tables and chairs only):	
250 or less guests.....	\$150
More than 250 guests.....	\$200
Extra Set-up day .....	\$100
Event Security (required for dances) .....	\$30/hour



**HANKINSON COMMUNITY CENTER – Use and Rental Policies**

**ACKNOWLEDGEMENT OF RECEIPT OF POLICY MANUAL – Hankinson Community Center**


Renter's name: \_\_\_\_\_

Event: \_\_\_\_\_

Date: \_\_\_\_\_

Community Center Manager \_\_\_\_\_ Date: \_\_\_\_\_

EXAMPLE (See separate form)

	<h2 style="text-align: center;">SPECIAL ALCOHOL PERMIT FOR PRIVATE GROUPS</h2>
<p>This is a special permit to serve beer, liquor, wine or alcoholic beverages in the Hankinson Community Center, 112 Main Ave South, for social or business use by private groups without license fees or other charges and that applicant does not need to be an existing licensee and the permit authorized must be for a temporary or social business use.</p>	
<p>Name of Applicant: _____</p>	
<p>Brief Description of Proposed Event: _____</p>	
<p>Date(s) of Event: _____</p>	
<p>Statements by Applicant:</p>	
<ul style="list-style-type: none"><li>A. Applicant agrees to serve alcoholic beverages to his or her guests as an act of hospitality.</li><li>B. Applicant will not sell at retail any beer, wine, liquor or alcoholic beverages under this permit.</li><li>C. Applicant consents and agrees that police officers may enter and inspect the leased premises or part thereof at any time to check compliance with city ordinances.</li></ul>	
<p>Applicant's Signature _____</p>	<p>Date _____</p>
<p>Community Center Manager _____</p>	<p>Date _____</p>
<p style="text-align: center;">Policy Date 7/05/2016</p>	

# HANKINSON COMMUNITY CENTER LEASE AGREEMENT

EVENT: \_\_\_\_\_

DATE OF EVENT: \_\_\_\_\_

### RENTAL FEES

Charges for rental of the facility will be assessed according to the rates set by the Hankinson City Council and included in the Hankinson Community Center Use and Rental Policies. These charges include, but are not limited to rental, cleaning and damage deposit, setup, cleaning, audiovisual charges and event security.

*Rental fees are subject to change. If rates change after a lease agreement has been signed, the rental fee increase is limited to 10%.*

### CANCELLATION OF RENTALS AND REFUNDS

Any reservation cancellation of the lease must be in written form, served on the Community Center manager personally, or by U. S. Mail to City of Hankinson, P. O. Box 478, Hankinson, ND 58041. If the reservation is cancelled more than thirty (30) days prior to the scheduled rental date, the City of Hankinson will refund all amounts paid EXCEPT the rental deposit. If the reservation is cancelled for any reason thirty (30) days or less prior to the scheduled date, the City shall retain the entire rental amount. Renter will be refunded the cleaning/damage deposit and the event security fee. Failure to pay all rental fees no later than thirty (30) days prior to the event will result in forfeiture of the rental deposit and the reserved lease date shall be cancelled.

By signing below, renter acknowledges receipt of the Hankinson Community Center Use and Rental Policies and agrees to be bound by and adhere to these policies.

RENTER NAME: \_\_\_\_\_

RENTER ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
RENTER SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMMUNITY CENTER MANAGER

\_\_\_\_\_  
DATE



### Hankinson Community Center

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