



City of Cromwell

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Cromwell, MN 55726
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Mayor: Sharon Zelazny
Councilors: Alex French
Lisa Irving
Ed Raisanen

THE CITY OF CROMWELL IS AN EQUAL OPPORTUNITY PROVIDER

Pavilion Rental Rules and Agreement

On behalf of the City of Cromwell, we would like to thank you for choosing the Cromwell Pavilion for your event.

Enclosed please find the City of Cromwell's Pavilion fee schedule, fee breakdown, contract, rental rules and agreement, damage deposit checklist, and hold harmless agreement. Please review, complete, sign and return, along with your payment to City Clerk at your earliest convenience.

The bottom of pages 1-9 must be initialed by renter.
Signatures needed on Pages 3, 6, and 7.

Upon receipt of these items, an approval copy will be returned to you verifying the agreement by email. As stated in the agreement, the deposit fee is due no later than ten days prior to the event. Your damage deposit will be refunded providing conditions are met pursuant to the contract.

Again, thank you for choosing the Cromwell Park Pavilion for your event! If you have any questions, please feel free to contact City Hall at 218-644-3570 ext. 1001

Thank you,

Kim Ochocki
City Clerk

CROMWELL PAVILION RENTAL FEE SCHEDULE

Class 1: Meetings/Small Event: Small group meetings

(Less than 40 people and less than 4 hours)

Cost: \$75.00 rental, \$100 Deposit

Class 2: Medium Event: 40-60 guests or more than 4 hours

(Anniversaries, graduations, reunions, showers, birthdays, funerals etc.)

Cost: \$100.00 rental, \$100.00 deposit

Class 3: Large Event: 60 or more people or more than 4 hours

(Weddings, receptions, dances, anniversaries, graduations, reunions, showers, birthdays, funerals etc.)

***Insurance required unless renter contracting with the Cromwell Municipal Liquor Store for an open or cash bar. If renter is not contracting with Cromwell Municipal Liquor Store and alcohol will be present, it must be purchased through the Cromwell Municipal Liquor Store**

Cost: \$200.00 rental, \$200.00 deposit

Class 4: Selling Event: Auctions, Direct Sales, Rummage Sales, Etc.

Cost: \$100.00 rental, \$100.00 deposit

Class 5: Benefits: Benefits and Fundraisers

Cost: \$75.00 rental, \$100.00 deposit

***All Rental fees are due and payable when you book your event.** Deposit is due 10 days prior to event date. Sales tax is included. Rentals are from midnight to midnight unless otherwise specified.

The Pavilion has a keypad deadbolt installed on the kitchen entrance door and the meeting room door on the East end (on the side closest to the volleyball courts and covered picnic area). **Please call the City office the week of your event to get the combination- 218-644-3570 ext. 1001 between 8:00am - and 12:00pm Mon, Wed or Thurs.** To open the door, enter the combination and turn the deadbolt lock. To lock the door, (from the outside) enter the combination and turn the deadbolt lock.

Any repair or cleaning costs will be deducted from your deposit and the balance will be returned to you. If repair or cleaning cost is higher than your deposit amount, you will receive a bill for the balance due to the city. Cleaning is billed at \$25.00 per hour with a minimum of one hour as per our maintenance fee schedule. Any necessary repairs are billed as actual cost of materials and contract labor, plus any man hours of city employees.

Pavilion Rental Fee Breakdown

Date of Application:

Name of Renter

Event Date:

Due Now: Rental fee of \$_____

And

_____ Signed Rental Contract with Rental Rules Agreement

Due by: _____ Deposit fee of \$_____

Due by: _____ Certificate of Insurance

- Contact your agent (Required for Class 3 rentals only)

Due by: _____ Name and Phone Number of Law Enforcement Agent

- Required for reception or dance events where alcohol is served.

Please make two separate checks, one for the rental fee and one for the deposit.

Pease remember to call City Hall at 218-644-3570 ext. 1001 the week of your event to get the keypad deadbolt combination which you will need to gain access to the Pavilion. Office hours are Monday, Wednesday and Thursday 8:00am – 12:00pm.

Thank you for utilizing the Cromwell Pavilion for your event. We appreciate your business and hope to serve you again in the future.

CITY OF CROMWELL PAVILION RENTAL CONTRACT

****Please sign and return this rental agreement with your rental fee. An approved copy will be returned to you.***

Name/Group: _____

Address: _____

City/State/Zip: _____

Contact Phone: _____

Email: _____

Date of Event: _____

Time of Event: _____ (Start to finish)

Type of Event (Class): _____

Deposit Fee: _____ Rental Fee: _____

Name of Insurance Carrier (only required for Class 3 – see above description)

*(Contact your insurance agent or company for a certificate of insurance and provide at least one week prior to the event. Required for Class 3 rentals.)

Name and Phone Number of Law Enforcement Official (if required):

***If liquor is to be present at this event, by accepting this rental agreement, the renter hereby agrees to monitor the distribution and consumption of this liquor in such a way that no minor is served or allowed to consume any intoxicating beverage.**

***It is the responsibility of the renter to have a cell phone on the premises during any meeting, event, or wedding for emergency purposes.**

Check the appropriate box if you will need:

Refrigerator space ___

Freezer space ___

Use of ovens ___

None needed ___

I have read this rental agreement and agree to all conditions described herein:

SIGNED: _____ Renter

APPROVED BY: _____ City of Cromwell

Damage Deposit returned in full: _____ (Date)

Damage deposit retained: _____ (Reason)

CITY OF CROMWELL

PAVILION RENTAL RULES AND AGREEMENT

I. FEES: See attached fee schedule.

II. PAYMENT CONDITIONS:

- A. A rental fee is due at the time a reservation is made.
- B. The stated deposit fee is due no later than ten days prior to the event.
- C. In the event of cancellation less than 60 days prior to event, the City will retain a fee of \$100.00 unless the pavilion is re-rented for the same date.
- D. Damage/cleaning deposits will be refunded after the event has concluded provided that no damage is found or that any unusual cleaning is required. Damage or cleaning costs that exceed the deposit will be the financial responsibility of the renter. After the rental, a representative of the City will inspect the premises and will determine the extent to which all, or a portion, of the damage deposit will be retained. It is understood that in renting this facility the renter agrees to allow the City representative to determine the extent to which damages have occurred or if additional cleaning expenses are necessary.

III. INSURANCE:

- A. For class 3, PROOF OF LIABILITY INSURANCE WILL BE REQUIRED AND MUST BE PROVIDED TO THE CITY AT LEAST ONE WEEK PRIOR TO THE EVENT. Most homeowners' insurance policies will provide coverage, however, the City still requires written verification of coverage. The City of Cromwell should be named as an additional insured on the policy covering the event. The City will require liability limits minimum of \$300,000.
- B. In all instances where insurance coverage is required, proof of insurance must be provided to the City at least one week prior to the scheduled event or the City can withdraw this agreement at its discretion.

IV. LAW ENFORCEMENT:

- A. The renter must also make arrangements for adequate security or adequate certified law enforcement officials to be present when the pavilion is being used for a wedding reception or dance. The City Council has previously approved the use of the following security or law enforcement officials for that purpose:
 - 1. Jason Koen Security Service, NRA Certified; 218-879-3081 or 218-380-2442.
 - 2. Dennis Cieluch – 218-485-1043
 - 3. An Off-Duty Law Enforcement Official

Costs for security are the renter's responsibility. If it is your intent to use a security service that is not on the prior approved list, the name of the person or service must be submitted to the City Council and approved at least thirty (30) days prior to the planned event.

- B. For a reception or dance where alcoholic beverages are NOT being served, a law enforcement official is not required.
- C. Your use of this facility is voluntary. If at any time the City Agent/Bouncer/Law Enforcement Officer in charge of supervision of the pavilion feels that the use of alcoholic beverages is causing a problem including, but not limited to, a risk to public safety or to the condition of the premises (which includes beverages on the dance floor), the undersigned understands that the City Agent has the full

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 **Initials:** _____

authority to cut off the use, sale, and possession of any alcoholic beverages on the premises. If this occurs, there will be no return or credit of rental monies paid and the undersigned understands that they remain liable for any injury or damages that result as a consequence of their use of the rental facility.

V. ACCESS & HOURS:

A. Contact the City Office at 218-644-3570 to obtain the keypad deadbolt combination the week of your event. You will be given the code that you will need to gain access to the building. You are responsible for ensuring the building is locked and secured after your event. City Office hours are Monday, Wednesday & Thursday 8:00-12:00

B. Music and serving must end no later than 1:00 a.m.

C. Building must be vacated and fully cleaned no later than 12:00 p.m.

VI. ADDITIONAL CONDITIONS:

A. For all class 3 rentals (weddings), if alcohol will be present, all alcohol (beer, wine, or liquor) must be purchased at the Cromwell Municipal Liquor Store.

B. At the end of the event, all food and beverages must be removed, all pavilion dishes, utensils, etc. must be washed, dried and stored, and all equipment must be cleaned and all garbage must be bagged. An average event generates 7 bags of garbage. You will be allowed 7 bags of garbage for the rental event scheduled. If the activity generates more than 7 bags of garbage, you will be assessed any additional costs incurred by the City in disposing of the garbage and that amount will be deducted from the deposit. See attached cleaning list.

C. Anyone selling food on the Pavilion property must obtain the proper MN Dept. of Health permit for the sale of the food relative to their event. You can contact Jason Saloum at the MN Dept. of Health at 218-725-7767 for the license. You can get information on the license at

<http://www.health.state.mn.us/divs/eh/food/license/specevent.html>. You must allow up to 30 days for the license to go through.

D. No decorations may be tacked, stapled, taped, or in any way adhered to the walls, woodwork, ceiling, or windows except with Fun-Tack, a wall-mounting removable adhesive. Per state fire code - all candles used must be completely enclosed in a glass container (NOT set on an open dish). Please do not use confetti for decorating. All decorations must be completely removed after the event.

E. CLEANING: Please see attached list.

F. There shall be NO BEVERAGES ON THE DANCE FLOOR.

G. Supervision: The group, individual, or organization using the pavilion must provide competent adult supervision for the entire time that participants are in the building or on the surrounding grounds. Children must not be left unattended. The building is not to be left open and unattended.

H. Liability & Damages: The Renter assumes all responsibility and liability for any harm or damage to person or property that result during the time of rental. The Renter further agrees to hold the City of Cromwell harmless and agrees to indemnify the City for all damages to person or property that occurs during the event regardless of the nature of the damage, injuries or the claim. If the City is named as a defendant as a result of such an incident, the Renter further agrees to pay the cost of any attorney's fees, filing fees or other costs and disbursements necessarily incurred by the City in defense of that matter which are not covered by insurance. The Renter will further reimburse the City for costs

incurred by any damage, breakage, needed maintenance, or theft beyond the amount of the damage deposit that occurred at the time of the rental.

I. The pavilion is a NO SMOKING facility.

J. To save on heating and cooling costs, the City turns down the heat to approximately 45 degrees during the winter months and does not leave the air conditioning on during the cooling months. It is the renter's responsibility to arrive early to adjust heating or cooling to a comfortable temperature prior to the start of the event.

Signed: _____ Date: _____

**PLEASE SIGN AND RETURN, ALONG WITH YOUR RENT/DEPOSIT
FEE, THE ENCLOSED RENTAL CONTRACT AND
HOLD HARMLESS AGREEMENT.
THANK YOU!**

CITY OF CROMWELL HOLD HARMLESS AGREEMENT – PAVILION

I understand that my use of the Pavilion is voluntary and that I am using this facility for my benefit. I agree that my use of the Pavilion facility is undertaken at my own risk and that the City of Cromwell (also referred to as the City) will not be liable for any claims, injuries, damages or whatever nature incurred by me or members of my organization or its' invitees due to the negligence or intentional acts of the members of my organization or of third parties. On behalf of myself and the organization I represent, I expressly forever release and discharge the City of Cromwell, its agents, or employees from any such claims, injuries, or demands. I also agree to defend, indemnify and hold harmless the City from any claims, injuries, or damages of whatever nature arising out of or connected with my use of the Pavilion. I also agree to reimburse the City for any damage, breakage, maintenance, or theft of equipment beyond the damage deposit figure if so warranted. I also understand that if any such damage, breakage, maintenance, or theft occurs while the facility is being rented by me that the City will be entitled to withhold all amounts from the deposit I have paid to rent the facility. I expressly understand that if alcoholic beverage is dispensed while I am renting the facility that it will not be dispensed to juveniles and that I will assume all responsibility and liability in that regard, with the understanding that it is against all rental policies to permit any underage persons to possess or consume alcoholic beverage on the Pavilion premises.

User Representative – Print Name

Date

User Representative – Signature

APPROVED BY:

City Representative Signature

Date

Please return this signed form to:

City of Cromwell, Attn: City Clerk, P.O. Box 74, Cromwell, MN 55726

DAMAGE DEPOSIT CHECKLIST

Duties must be completed by midnight unless rented for the following day.

- ALL FOOD AND BEVERAGES MUST BE REMOVED.
- DISHES, UTENSILS, EQUIPMENT, ETC. MUST BE WASHED, DRIED, AND STORED.
- GARBAGE MUST BE REMOVED WITH NEW BAGS INSERTED. GARBAGE TO BE DEPOSITED IN DUMPSTER.
- ALL FLOORS MUST BE SWEEPED AND MOPPED.
- ALL TABLES MUST BE WIPED CLEAN AND RETURNED TO ORIGINAL POSITION.
- PARKING LOT TO BE CLEANED OF CANS, CIGARETTES, ETC.
- BATHROOM SINKS AND TOILETS TO BE CLEANED; FLOORS SWEEPED AND MOPPED.
- DECORATIONS MUST BE REMOVED COMPLETELY.
- OVENS TO BE CLEANED IF USED AND PILOT LIGHTS TURNED OFF. GAS VALVE TURNED OFF.
- EXTRA CHAIRS TO BE RETURNED TO RACKS.
- RUGS TO BE VACUUMED.
- DOORS MUST BE LOCKED WHEN YOU LEAVE. TO LOCK THE KEYPAD DEADBOLTS (from the outside) - ENTER THE COMBINATION AND TURN THE DEADBOLT.
- THE THERMOSTATS MUST BE TURNED BACK TO 45 DEGREES DURING THE HEATING SEASON AND AC MUST BE TURNED OFF DURING THE COOLING SEASON. IF NOT DONE YOU WILL BE CHARGED A \$25.00 HEATING/AIR CONDITIONING FEE.

CLEANING SUPPLIES ARE IN THE CLOSET NEAR THE BATHROOMS AND MUST BE RETURNED THERE IN AN ORDERLY FASHION. IF ABOVE CONDITIONS ARE MET, YOUR DEPOSIT WILL BE RETURNED TO YOU BY MAIL THE FOLLOWING WEEK.

THANK YOU FOR HOSTING YOUR EVENT AT THE CROMWELL PAVILION!

Cromwell Park Pavilion Info (Renter to keep for their information)

Size of building 107 feet X 48 feet

- Reception area; 83x48
- Kitchen area/meeting room; 48x24
 - Seating capacity; approx. 250
 - Dance floor; 48x30
 - Stage; 24x14

Garage door 126 X 94 (covering available upon request)

Full service kitchen; serving counter

Men and women's bathrooms; handicapped accessible

20 round tables, 60" diameter; seats 8 each

7 white plastic tables – seats 8-10 each; 8'x30"; 30" height

24 blue stack chairs

16 black/silver stack chairs

Approximately 14 outside picnic tables

30 theater seats on outside walls

65 folding chairs

160 maroon vinyl chairs (8 chairs for each round table)

24 blue folding chairs

15 windows; 6x4

Kitchen Includes:

- Large refrigerator
- Large freezer
- 2 oven with 4 gas burners
- 1 electric oven with 4 burners
- 1 microwave
- Dishwasher
- Grill
- Coffee makers: 2 – 100 cup
 - 1 – 55 cup
 - 1 – 36 cup
 - 1 – 10 cup with 4 pots and 3 hotplates
- 3 igloo 5 gallon beverage dispenser
- 1 igloo 10 gallon beverage dispenser
- Approx. 300 plates
- Silverware for approx. 300
- 3 large electric roasters
- 6 large cooking crocks
- 11 large aluminum trays
- 1 large plastic bowl
- 1 large colander (crock type)
- 1 regular size crock pot
- 1 electric mixer
- 9 large stainless steel serving pans w/3 covers
- 4 small stainless steel serving pans
- Assorted cooking utensils
- Salt and pepper shakers
- Rolling serving cart; 3 tiers; 46"x32"

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 **Initials:** _____