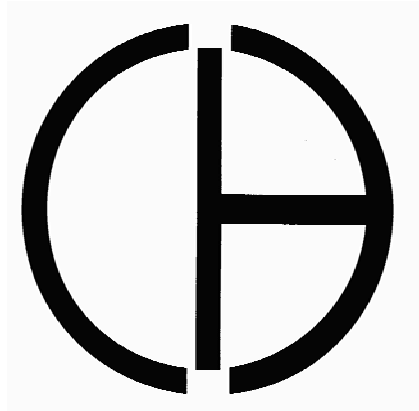


JOHN P. MURZYN HALL RENTAL POLICY



**John P. Murzyn Hall
530 Mill Street N.E.
Columbia Heights, MN 55421
(763) 706-3730**

www.ci.columbia-heights.mn.us

The City of Columbia Heights is committed to the policy that all persons shall have access to its facilities without regard to race, creed, color, sex, national origin or disability.

FACILITY INFORMATION

- A. The maximum capacity is 375 people in the main hall. Tables and chairs for dining can be set up to accommodate up to 375 people.
- B. The main hall rental package (main hall, kitchen and LaBelle Lounge) includes the following:
1. The use of the kitchen facilities including an automatic dishwasher, garbage disposal, refrigerator, freezer, warming oven, coffee urns, and ice machine. Plates, plastic tumblers and silverware (one fork, knife and spoon per setting) are available for a rental fee, to serve up to 375 people. Kitchen is not equipped with serving utensils, pots, pans, dishtowels, dishcloths, potholders, etc.
 2. LaBelle Lounge facilities include a complete wet bar, three soda dispensers, four beer taps and coolers, and use of ice machine. No supplies are provided for the bar (i.e. cups, towels, pourers, etc.). All events serving any pop or soda from the LaBelle Lounge are required to purchase the product from John P. Murzyn Hall. Diet Cola, Cola, Lemon Lime, Citrus, Orange, Root Beer, Lemon Sour, Club Soda and Tonic can be ordered in any combination selected. The usage fee is required in advance. The lessee shall confirm soda order and tender the soda deposit no later than one (1) week before the rental date. The lessee shall be charged additional dollars if the soda charges exceed normal usage.
 3. The City will set up tables and chairs for an event. It will be the responsibility of the lessee to graphically indicate at the time the final arrangements are made any specific plan or arrangement they desire. They may, however, choose from several standard layouts the City provides. If tables need to be moved, please contact the caretaker for assistance. The stage cannot be moved.
 4. The use of the coatroom is provided. However, the City will not provide an attendant, and if one is desired, the lessee must provide his or her own. The City of Columbia Heights is not responsible for lost or stolen articles.
- C. If the facility set-up is not accurate based on your request the lessee should, upon arrival, contact the caretaker on duty.
- D. The lessee (or caterer) is required to wash all utensils (plates, plastic tumblers, silverware, etc.), empty all kitchen trash receptacles, and clean the kitchen appliances used. All leftover food and beverages must be removed from the main hall at the end of the rental. Grease may not be dumped down the drain. The lessee is required to wash down the bar and back bar area. The Lessee is to leave the kitchen and bar in the same condition as they received it. The City will provide final cleaning of the facilities and put all tables and chairs away. Failure to clean the facility properly may result in forfeiture of the damage/cleaning deposit. **Only licensed caterers are allowed to cook and prepare food at John P. Murzyn Hall events. All caterers must provide the City with a copy of their catering license and a certificate of insurance listing the City of Columbia Heights as additional insured if they cook at John P. Murzyn Hall.**
- E. The City is not responsible for lost or stolen articles, and the Lessee shall hold the City harmless from any liability whatsoever during the use of the facility.
- F. The City shall provide a uniformed security officer when liquor is permitted to be displayed or consumed. The lessee in addition to the hall rental fee shall pay this service. The security service fee shall be paid even if fees are waived. If deemed needed by the City, additional security may be added and charged to the lessee.
- G. Gambling or gambling devices are not allowed on the premises without proper licenses.
- H. No smoking, JPM is a non-smoking facility.

- I. Use of the hall shall be limited to 9:00 a.m. to 1:00 a.m. the following day for Friday rentals, 12:00 Noon to 1:00 a.m. the following day all other rentals. Up to one hour of early entrance may be available upon prior arrangement at an additional charge. City ordinance requires the bar to close no later than 12:30 a.m. **Everyone including guests, caterer, band, etc. must be out the building by 1:00 a.m.** Late fees will be applied if in the building after 1:00 a.m.
- J. No food, beverages or other gratuities shall be given to an employee of the City for services rendered.
- K. Requests for facility use that are deemed inappropriate or illegal will not be accepted.
- L. Absolutely no tape or sharp objects on the main hall wooden floor. Do not drag any objects across the main hall wooden floor.
- M. No open flame candles are permitted; flame may not be above glass container (Fire Code regulation).
- N. No artificial smoke, fog or bubble machines allowed (may set off smoke detectors/fire alarm and make wooden dance floor very slippery).
- O. Food may not be served from the carpeted porch area of the main hall.
- P. No confetti, "silly" string, glitter, rice, sand, birdseed, rocks, or water balloons allowed in or around the building.
- Q. Food carts must remain inside building (two wheeler hand truck available by request).
- R. No powders, sawdust or similar materials allowed on the wooden floor.
- S. Deliveries of supplies or equipment are allowed only during the times listed on the lease agreement. The lessee shall bear all responsibilities and liabilities for deliveries for their event. The City will not be responsible for accepting or unloading any deliveries. The Lessee is not allowed to leave items in the building after their rental ends at the time specified on the lease agreement. This includes decorations, beer kegs, food, linens, china, etc.
- T. Audio/visual equipment (TV & VCR, projection screen) available.
- U. The lessee is responsible for passing on the information in this rental policy to all people involved with the rental (decorators, DJ/Band, caterer, guests, etc.).
- V. All single room rentals have a maximum rental time of 7 hours.
- W. Linen tablecloths and napkins are available for rent; tax additional. Table skirting is not available. Linen and napkin rental orders must be place 2 weeks prior to the event. A Service Charge may apply to special orders made within the week prior to the event. Lessee is responsible for placing linens in a provided linen bag for cleaning. Payment is due no later than 1 week prior to the event date.

LEASE AGREEMENT

- A. No person shall be permitted to rent John P. Murzyn Hall for any event without having first obtained a lease agreement for such use from the City of Columbia Heights Recreation Department.
- B. No lease agreement shall be granted to any applicant hereunder unless:
 - 1. The applicant personally appears before the Recreation Director or his/her authorized representative, fills out the required lease, and answers all questions put to him/her on said lease form.
 - 2. Said applicant shall not have been convicted of a crime involving illegal use,

consumption or sale of intoxicating liquor or non-intoxicating malt liquor during the five (5) years immediately preceding the Lease Agreement.

3. Said applicant shall not have been convicted of any felony within said year immediately preceding the application.
4. Said applicant shall have attained the minimum age of eighteen (18) years, or twenty-one (21) years if alcoholic beverages will be present during the rental.
5. Upon request, said applicant shall provide for file purposes, a photocopy of their insurance policy indicating that they have Personal Liability coverage at a minimum of one hundred thousand dollars (\$100,000.00) per occurrence. The photocopy shall be on file no later than when final rental payment is due.
6. Said applicant shall agree to abide by all the rules and regulations set by the City of Columbia Heights and the Columbia Heights Park & Recreation Commission concerning the use of said facility.

C. Once a lease agreement is granted:

1. It shall not be transferred to another person.
2. If because of circumstances beyond the City's control or an act of God, John P. Murzyn Hall is not available for use, the City and its' agents are not liable to furnish another hall.
3. If any of the representations, including residence, made at the time of entering into the lease agreement are no longer accurate within 20 days of the date of the event, the City of Columbia Heights shall have the sole discretion to declare the lease agreement null and void.

RESERVATIONS & FEE PAYMENTS

Reservations may be made by telephone or in person at the Recreation Office located in John P. Murzyn Hall. A reservation request shall be held for only two (2) weeks, at which time a non-refundable down payment on the rental fee is due. This down payment will assure your reservation. If no down payment is made within two (2) weeks from when the reservation was made, the reservation will be CANCELED. For reservations made within one (1) month of the requested date, a 25% down payment is due no later than one (1) week from when the reservation was made. Down payments are non refundable. The balance of the rental fee is due no later than one (1) month prior to the rental date. For reservations made within one (1) month of the requested date, the balance is due no later than one (1) week prior to the rental date. Upon request, a deposit fee for damages, breakage, losses or failure to clean the facility properly shall be made in accordance with the Lease Agreement at the time the balance of the rental fee is due. The City upon receipt shall cash all deposits.

ESTABLISHMENT OF FEES

The Park & Recreation Commission shall establish a rate schedule for the rental of the premises or any portion thereof.

- A. The Park & Recreation Commission may, by action, designate waiving the rental fee, or any portion thereof, for any individual, business or organization when it deems the action to be in the best interests of the City.
- B. The Park & Recreation Commission may, by action, designate whether or not any portion of a rental fee is to be refunded.
- C. Columbia Heights residents will receive a 25% discount on rental rates; however, the 25% discount is exclusively limited to the renter or their parents, providing one is a Columbia Heights resident.

SCHEDULING PRIORITY POLICY

The Park & Recreation Commission is committed to the policy that all Columbia Heights residents, groups and organizations shall have a fair and equitable opportunity to use John P. Murzyn (JPM) Hall. Due to the number of individuals and organizations that request use of JPM Hall, the Park and Recreation Commission has deemed it necessary to group by activity these organizations and establish a priority in order to insure that JPM Hall is made available so as to best meet community needs. As a result, the building will be scheduled in accordance with a scheduling priority policy established by the Commission. Please refer to the current scheduling priority policy for more details.

BAR REGULATIONS

- A. For groups with 275 or less people, the Lessee may choose to bring in a licensed liquor establishment or contract with the Columbia Heights Lions Club to provide complete bartending services for their event. For groups with more than 275 people, the Lessee **must** contract with the Columbia Heights Lions Club to provide complete bartending services for their event. Open bars are not allowed. The Columbia Heights Lions Club is the only organization allowed to sell liquor on the premises. BYOB events are prohibited.
- B. The bar attendant, secured by the lessee, shall not consume any liquor while tending bar or just prior to tending bar. Bar attendants may accept freely given tips from customers. However, events may not employ a "suggested" or "required" dollar amount of tip from customers for beverages.
- C. All bottles shall be kept in plain sight on or behind the bar. Alcoholic beverages may only be dispensed from behind the bar (except for wedding champagne toasts as described below). No liquor containers are allowed in the seating areas. Alcoholic beverages are not to be taken out of the building during an event.
- D. Champagne bottles and/or a champagne fountain will be allowed in the main hall for wedding champagne toasts only. The wedding party (lessee) or caterer provides and serves the champagne. Champagne bottles may only be opened in the kitchen or behind the bar. The shooting of champagne corks in or around the building is strictly prohibited. Once the champagne toast is served; all bottles must be stored in the kitchen or placed behind the bar.
- E. All events serving any pop or soda from the LaBelle Lounge are required to purchase the product from John P. Murzyn Hall.
- F. No person, except wholesalers or manufacturers to the extent authorized under State license, is permitted to directly or indirectly deal in, sell, or keep for sale, any intoxicating liquor without first having received a license to do so. The terms "sale" and "sell" mean and include all barter and all manners or means of furnishing intoxicating liquor in violation or evasion of the law and also include the usual meanings of the terms.
- H. It is not permitted to serve liquor to minors.
- I. The lessee shall be on the actual premises at all times while liquor is being served.
- J. There may be no open bar event with an admission fee. The Columbia Heights Lions Club must be used if there is an admission charge for all rentals serving alcohol. If deemed needed, at the sole discretion of the Columbia Heights Recreation Department, additional security may be added and charged to the lessee hereunder.
- K. All persons present at any activity where intoxicating liquor or non-intoxicating malt liquor is permitted, served or displayed, shall abide by the rules and regulations of the Commission and the Director. Should any violation of such rules, or the laws or ordinances of the State of Minnesota or the City of Columbia Heights occur, the Director, his/her authorized representative or authorized security officer, may:
 - 1. Order the removal of such offender forthwith; or
 - 2. Order the immediate removal of all beer, wine and intoxicating liquor from the premises; or

3. Revoke the lease immediately and order all persons from the premises without refund of any fees.
- L. City ordinance requires the bar to close no later than 12:30 a.m.
- M. The City shall provide a uniformed security officer to be stationed on the premises when liquor is permitted to be displayed or consumed.

DECORATING RULES

- A. A wood decorating board is provided around perimeter of hall (approximately 9' above the floor.) Use of tacks, tape, pins, staples, etc. to hang decorations are allowed on this board only (no tacks, tape, etc. allowed on walls, floors or ceilings.)
- B. The six permanent hooks in the ceiling may also be used for hanging decorations.
- C. Decorations may not be hung from the sprinkler heads (Fire Code regulation) or from the ceiling tile T-bars.
- D. Decorations may not be hung in main (northeast) entrance to hall or in the bathrooms.
- E. Decorations may not be hung over exit signs, no smoking signs, fire alarm boxes, thermostats, or emergency lights.
- F. Helium filled balloons may be used for decorating within the following guidelines: they can be taped to the underside of banquet tables, float free to the ceiling or be weighted down with small bags of candy or mints, metal washers, a horseshoe, etc. The use of sand, birdseed, rice, rocks, water balloons or similar items to weigh down helium balloons is prohibited.
- G. Renter shall contact the Recreation Department at least one week prior to the rental date to confirm their decorating plans comply with the hall's decorating rules.

