

CVIC Rental Policy and Procedures

Effective 1/9/2019

The CVIC Hall is available year-round for public and private functions. Various organizations and individuals may utilize the CVIC Hall at the discretion of the Town.

The CVIC Hall has a large open area, stage, kitchen, restrooms and one meeting room in the old building. Rental amenities include a podium, bar-counter, coat racks, 300 chairs, 19 six-foot round tables and 20 eight-foot rectangular tables.

The Main Hall is 3,300 square feet, and has a conference-ready sound and theatre system with internet connectivity available. The Main Hall has a maximum capacity of 290 persons using auditorium. 190 is the maximum capacity for dining. The Fortnightly Room upstairs has a maximum capacity of 40 persons.

Americans with Disabilities Act (ADA) compliant access is available to both floors.

I. GENERAL USE POLICY

- A. The applicant/responsible party must be at least 21 years of age.
- B. Groups or individuals using the Hall must sign the application and the CVIC Rental Policy and Procedures and agree to be bound by the terms of both.
- C. Professional bonded security may be required at the discretion of the Town Manager if the event is being held for a minor where alcohol is being served.
- D. The sale of alcohol is prohibited in the facility unless applicant making such request has obtained all necessary permits, including, but not limited to: liquor license under Title 5 of the Douglas County Code, and outdoor festival permit, if required.
- E. The Town does not allow tables and chairs to be removed from the premises. A separate set of tables and chairs are available for use in Minden Park. Tables and chairs from the Park may not be used in the Hall, and tables and chairs from the Hall may not be used in the Park.
- F. Renters are obligated to follow Nevada State Health Department rules for any food preparation and service. (**Attachment B**)
- G. No storage of equipment, etc., will be allowed without specific written consent by the Minden Town Manager. The Town of Minden is not responsible for loss or damage done to equipment stored in the facility.

H. HOURS OF USE:

1. **Public Events.** Curfew and the need to curtail noise after 10:00 p.m. must be kept in mind. All opening and closing procedures apply. Events involving alcohol consumption must vacate the premises by midnight.
2. **Private Events.** All private events involving alcohol consumption must vacate the premises by midnight. The building will be locked promptly at midnight and any cleaning needed at that time will be done by Town employees and charged to the renter at Town rates noted under the cleaning policy. All opening and closing

procedures apply.

3. **Opening.** Rental time begins when the Hall is opened for use.

4. **Closing.** Rental time ends when the Hall is locked up by the designated Town employee. Renters are responsible for the security of the building from the beginning of the rental until the building is locked by the Town employee, unless other arrangements are made with the Administrative Office. Additional charges of no less than \$50 will be assessed if the renter leaves the building before the employee arrives to lock up.

I. TOWN EMPLOYEE CONTACT:

1. When rental begins, renters will be given a Town employee contact name and telephone number for their event. This number is also posted by the kitchen telephone.

2. The Town employee is available by cell phone for opening and closings, and in case of any emergency.

3. Apart from the initial opening and final closing of the Hall, there is a charge of \$30.00 for each callback to the Town employee. Renters with a wedding package are allowed two callbacks before the \$30.00 callback charge applies.

J. SET UP:

1. Renter is responsible for the set up of their event.

2. When setting up, do not drag tables, chairs, risers, etc., across the floors (both stage and Main Hall floor).

K. CLEANING:

1. The renter is given instructions for Hall use and cleaning at the beginning of rental time, and a cleaning instruction list is posted on the bulletin board by the kitchen. **See Attachment A.**

2. Renters are required to return the Hall to the condition in which it was found. If the Hall needs any cleaning after Closing, cleaning will be done by the Town employees and renters will be charged accordingly at the following rates:

Cleaning rates: \$50.00 Minimum charge
\$75.00 per hour

3. Gum found anywhere other than in an appropriate trash receptacle will result in a minimum fee of \$100.00 plus the cost to repair any damage as a result of the gum.

4. If a barbeque or other cooking device is used in the parking lot (asphalt only, not on the sidewalk), grease pans or similar protection must be set in place to keep asphalt clean. All BBQ ashes need to be disposed of properly, renters will be held responsible for any fire damage as a result of any BBQ.

5. After the Town employee arrives to lock the building, there will be no further opportunity for cleaning. Building will be inspected AFTER the renters have vacated the building.

6. When cleaning, not to drag tables, chairs, risers, etc., across the floors (both stage and Main Hall floor).

L. DECORATIONS:

1. Decorations that require nails, eyebolts, or staples may not be used.
2. Tape may not be used on the walls; a damage fee may be assessed to the renter if this happens. If tape is used on the floor, it must be blue painter's tape that will not pull off the finish.
3. Glitter and confetti are not permitted.
4. Crepe paper is not permitted.
5. Do not affix anything to the light fixtures.
6. All decorations must be removed in their entirety when the event is over.
7. Birdseed use is limited to outside the building.

M. Pursuant to Douglas County Code, **SMOKING IS PROHIBITED IN THE BUILDING.**

N. Reasonable safety precautions must be observed. No open flames of any kind including lighted candles are allowed. No smoke machines are allowed. No electric panel shall be tampered with or bypassed.

O. Renter is responsible for safe and proper use of kitchen appliances. Fan and supply air must be turned on during operation of kitchen range. No propane stoves, camp stoves or other open flame apparatus are allowed for use inside of the building.

P. Fire protection system: Any tampering with the fire protection system may result in a \$500.00 fine and/or jail time in accordance with fire department regulations. Renter will also be responsible for actual cost of Town Staff time or other verifiable Town expenses incurred in addressing and responding to any false alarm. In addition, a \$100.00 fee may be assessed for any unlawful use of and / or tampering with the Automated External Defibrillator.

1. If the Ansel Fire System in the kitchen is activated for any reason, renter is responsible for the \$500 fee for system recharge. The pull down door in the kitchen (at the serving window) is also a fire door; it must not be tampered with because it is attached to an electronic system which activates automatically in case of fire.
2. A pre-alarm warning system has been installed on selected fire alarms to alert renters that someone has either tampered with or attempted to activate the regular fire alarm system. No such pre-warning is available on the Ansel (chemical) system whose activation handle is located in the kitchen adjacent to the door which exits to the parking lot and Minden Park.

Q. The Town of Minden will not be responsible for lost, stolen or damaged property, or for injuries to or damage sustained by persons using the facility.

R. Renter assumes responsibility for all accessible areas of the building during the rental and will be charged for any damage caused to any area of the building during that time. Activities must be conducted in a manner that avoids damage to the building and

furnishings. If damage occurs, the user will be billed for the costs of response, labor, and materials damages.

S. A public telephone is available in kitchen. Long distance phone calls may only be made if charged to a third party or made as collect calls.

T. Minor children must be supervised at all times.

U. NOTICE: Any unlawful activity, including but not limited to serving or providing alcoholic beverages to minors, will result in the immediate termination of the Hall rental without refund of deposit and the renter may not be able to rent the facility in the future. Town employees are instructed to call law enforcement officers to respond to any unlawful or disruptive activity.

V. No modifications/changes will be made to any equipment or property of the Town of Minden at the facility during rental.

W. Renters agree to indemnify and hold harmless the Town of Minden from any claim or liability arising from the use of the facility.

X. Renters agree to accept all responsibility for subcontractors, including but not limited to: caterers, cleaning services, disc jockeys, etc.

Y. The CVIC Hall parking lot is available for the use of the renter. We ask that special consideration be given to the needs of the upstairs business tenants and that the parking places designated for those businesses be observed.

Z. Any renter who feels aggrieved by any decision of the Town during or relating to an event for which a rental fee has been paid to the Town may take such grievance to the Town Board at its next regular meeting upon proper notice.

III. Reservations and Payment

A. Reservation process: All groups or individuals using the building must complete and sign the CVIC Hall application and the CVIC Rental Policy and Procedures and agree to be bound by the terms of both. The CVIC Hall is available for rent on a first come-first serve basis. Events with reserved dates one (1) year of the application date will be guaranteed the rates at the time of receiving an application, events over one (1) year to two (2) years out may be subject to rate increases. The CVIC Hall may not be reserved more than two (2) years from the date of the application. The Town will not guarantee a reservation until the deposit is received and a signed and completed application is on file in the Town office.

B. Rates

1. General Rates:

- a. Main Hall: The CVIC Hall can be rented hourly or daily. See Rate Schedule for costs.
- b. Fortnightly Room: Can be rented hourly or as an addition to the CVIC Hall if available. See Rate Schedule.

2. Local Tax-Supported Agency Rate

- a. Douglas County and other Local Tax-Supported Agencies:

- Rates for Douglas County Departments and other Local Tax-Supported Agencies are subject to a \$50.00 flat rate per day Monday thru Thursday. \$100.00 per day will be assessed for events held Friday thru Sunday.
- Fees may be waived at the discretion of the Town Manager or the Chairman of the Board.

3. **Wedding package rate:** Rental includes use of the CVIC Hall and the Fortnightly Room for two or three consecutive days and use of the gazebo in Minden Park if available. See rate schedule for pricing.

4. **Theater package rate:**

- a. \$1700 flat rate for a three week rental, which includes use of the CVIC Hall and the Fortnightly Room for twenty-three consecutive days.
- b. \$1300 flat rate for a two week rental, which includes use of the CVIC Hall and the Fortnightly Room for sixteen consecutive days.
- c. \$850 for a one-week rental. Rental includes use of the CVIC Hall and the Fortnightly Room for nine consecutive days.
- d. Theater package rates are available on a first come first serve basis. No more than 15 weeks total per year will be available for Theatrical Performance Package Rates. After that standard rates apply.
- e. No one individual or organization may reserve more than nine weeks total per year for Theatrical Performances. After that, standard rates apply.
- f. For Douglas County service clubs/non-profit organizations a 25% discount will be applied to the theater package rate.

5. **Service club/non-profit organizations (excluding theater performance packages):** Non-profit or Service Club Organizations are eligible for a 50% discount on the hourly rate or the non-profit daily rate, whichever is lesser. At the discretion of the Town Manager, service clubs/non-profit organizations may request a fee waiver in exchange for goods and/or services of equal or greater value to the rental fees which would be assessed for the event. All requirements for deposits and insurance still apply. See the rate sheet for rates.

6. **Town of Minden Resident or Commercial Business:** 35% discount on rental fees. All requirements for deposits and insurance still apply. Proof of address must be provided and must match the Town of Minden billing records. All fees owed to the Town of Minden must be paid in full in order to receive the discount.

7. No Discounts may be combined.

8. **Non-use:** The CVIC Hall may be rented for non-use; however, all rental fees will apply. "Non-use" means renting the Hall to keep other potentially competing or diverting activities from occurring on the same day and time as a planned event outside the Hall. For example, to keep parking space available during a street fair, merchants may choose to rent the Hall for non-use.

9. Other negotiated rates:

a. All fees for the use of the Hall will be waived for Minden Fortnightly. Priority is given to Minden Fortnightly for the use of the Fortnightly Room. Use of the main Hall by Minden Fortnightly is subject to availability.

b. A flat fee of \$100 per occurrence will be assessed for use of the Hall by the Carson Valley Art Association for no more than two art shows per calendar year.

c. All fees will be waived for the use of the Hall by the United Blood Service for up to three, one day, blood drives per year (excluding weekends).

d. For employees of the Town of Minden a 50% discount will apply for rent, all deposits and insurance requirements apply.

C. Deposits:

1. **Public and Private Events:**

a. Minden Residents, Town of Minden employees and Service Club/Non-Profit: A refundable deposit of \$400 is required when the responsible party for the event resides within the Town of Minden boundaries. The responsible party must provide proof of residency and proof of insurance. The name and address on the deposit check must match the name and address on both the proof of insurance and the Town of Minden billing records.

b. Outside of the Town of Minden: A deposit of \$1,000.00 is required when the responsible party of the event resides outside the Town of Minden boundaries. The name and address on the deposit check must match the name and address on the proof of insurance.

c. Local Tax Supported Agency: At the discretion of the Minden Town Manager, a deposit may be required.

NOTE: ALL DEPOSIT AMOUNTS DOUBLE WHEN ALCOHOL IS PRESENT. The Town reserves the right to monitor the presence of alcohol at any time during the rental. In the event that alcohol is detected and the renter did not pay the additional deposit, the Town may immediately shut down the event and terminate the rental. There will be no refunds if this breach of contract occurs.

3. If the application and deposit are received less than seven days from the scheduled date of the event, the deposit must be in the form of cash, cashier's check, or money order. The Town will not guarantee a reservation until the deposit and signed application are on file in the Town Office. Checks should be made payable to the Town of Minden.

4. Additional deposit may be required at the discretion of the Town Manager when the proposed use is likely to cause extraordinary post-activity cleanup efforts.

D. Payment:

1. 100% of all rental fees must be received at least ten working days prior to the rental. Purchase orders will be accepted from local public agencies.

2. **FINAL CHARGES WILL BE DETERMINED AFTER THE EVENT.** Any charges over the estimate shown on the application will be billed to the applicant and are due within 30 days of the revised invoice date. If the estimate shown on the application is lower than the actual charges, a refund will be issued.

E. Insurance:

1. Proof of liability insurance naming the Town of Minden as an additional insured is required. Renters must provide proof of \$1,000,000 liability insurance.
2. Proof of insurance must be submitted at least seven days prior to the event.

F. Refunds:

1. Deposits shall be returned to the applicant, pending an inspection of the reserved facility, subject to any and all claims for cleaning, repair, or other administrative fees. Deposits will **only** be sent to the name and address displayed on the original deposit check.

2. **PLEASE ALLOW 30 DAYS FOR RETURN OF DEPOSIT.**

3. If an event is terminated by the Town due to a breach of contract for any reason, no refunds will be issued.

4. Upon written request, a Local Tax Supported Agency or Service Club/Non-Profit organization may request a deposit, minus all claims for cleaning, repair, or other administrative fees, be applied to the deposit requirement for subsequent events during the same calendar year of the original event date.

G. Cancellations

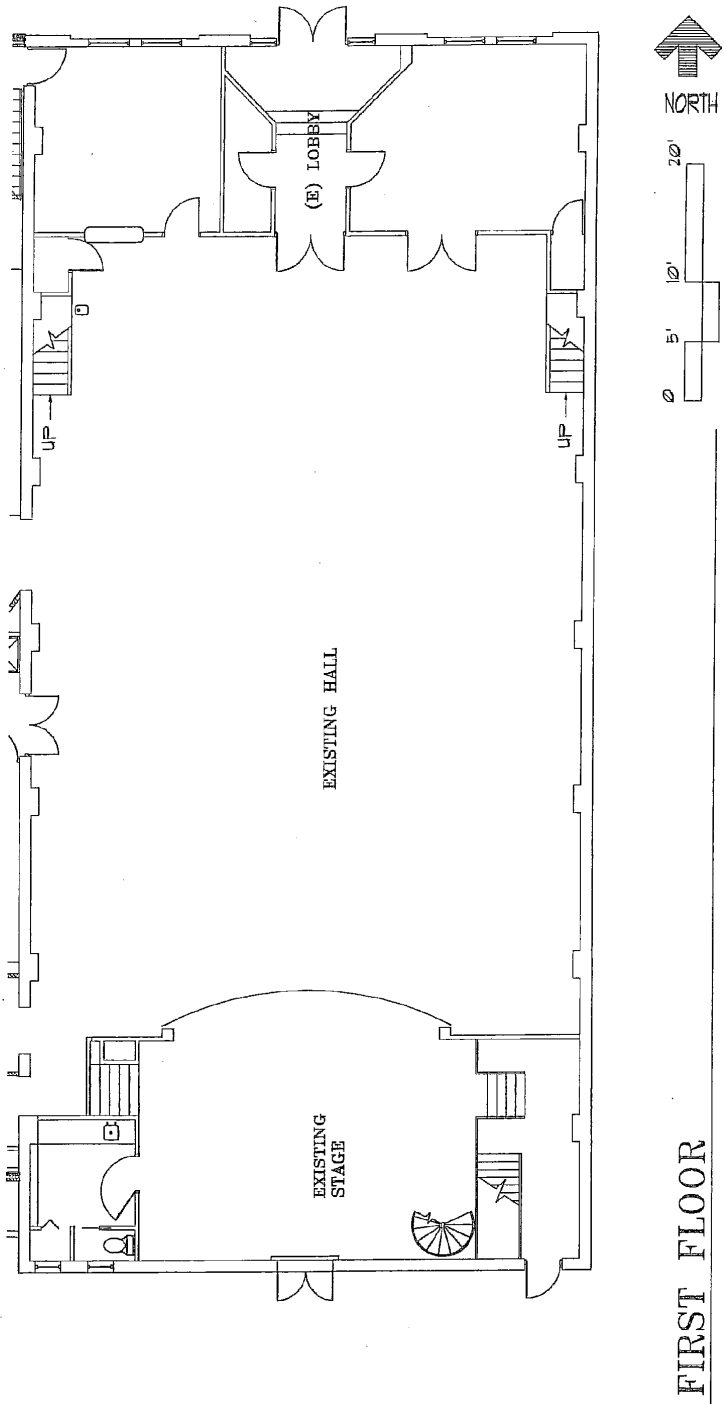
1. Cancellation of the event 14-29 days before the rental: A cancellation fee of \$150.00 may be assessed and will be deducted out of the deposit.

2. Cancellation of the event 3-13 days before the rental: A cancellation fee of \$275.00 for each day of the rental may be assessed.

3. In the event an individual or a the group fails to appear for the scheduled use or cancels within 48 hours' notice to the Town's Administrative Office, the Town may choose not to issue a refund of the deposit.

4. If an event is cancelled as a result of an Act of God (i.e. natural disasters, heavy storms, etc.), fees will be waived or returned.

The Minden Town Board has approved these policies and will make no exceptions unless extenuating circumstances exist, as determined by Staff, at which point any decisions regarding a deviation from the policy must be made publicly at a regularly scheduled Minden Town Board meeting prior to the event, or at the discretion of the Town Board Chairman.



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