



COMMUNITY MEMORIAL

Building

POLICIES AND FEES

The following rules apply to *all* users of the community building regardless of whether they are charged a fee for that use or not.

1. All users of the building, whether charged a fee or not, will be required to sign a contract governing its use and provide a deposit to be held against damages. The term "renter" refers to the contracting party, whether using the facility with or without a fee.
2. Violation of any of these rules may result in immediate cancellation of the current event and closure of the building as well as being prohibited from using the building in the future. Monetary fines may apply as defined in the contract, including but not limited to forfeiture of deposit.
3. General Safety:
 - a. All persons under the age of 18 must be always supervised by an adult while on premises.
 - b. Hostile, threatening, or disruptive behavior is prohibited. Individuals engaging in such behavior will be expelled. Law enforcement may be called, and such behavior may result in immediate cancellation of entire event and forfeiture of deposit.
 - c. **Open flames are strictly prohibited.** Exception provided for catering serving dishes pursuant to separate contract. Electronic candles are permitted.
 - d. The building is a smoke-free and vape-free facility. No smoking or vaping whatsoever is allowed in the building. Smoking or vaping is permitted only in the designated outside area at the NE corner of the building. Smoking or vaping materials are to be disposed of in appropriate, marked receptacles.
 - e. Fireworks and sparklers are prohibited.
 - f. Electrical extension cords are limited to single cords (no chaining of cords). Cords are not to be placed over traffic areas.
 - g. External electrical connection may be accessed only with the permission of the building manager. Access shall be pursuant to contract and fees may apply.
 - h. No weapon, firearm or ammunition is allowed in the building unless expressly approved by written agreement between the City and relevant party. Weapons carried by active-duty law enforcement are not subject to this rule. A written agreement with the VFW and Legion or other military groups is required for honor guard rifles and ammunition.
 - i. Standing or sitting on tables and standing on chairs is prohibited.



- j. Restrooms marked for specific gender are restricted to use by persons of that legal gender.
- k. Animals are not allowed within the facility except licensed service animals. Animals shall be taken to designated area for "relief" needs.
- l. All guidelines on maximum occupancy must be observed. The following occupancy limits apply:
 - i. Auditorium 304
 - ii. North Balcony 76
 - iii. Front Lobby 50
 - iv. Second Floor South - TBD

4. General Rules and Policies:

- a. Access to the building and use of the building shall be scheduled by the building manager. If the building manager is not available, then the city clerk or his/her designee may schedule use and access. Keys to the building shall not be made available to renters.
- b. Building should be left in same good condition as when entered. Cleaning and trash removal shall be conducted as provided by contract. Cost to repair damages and failure to adhere to cleaning contract provisions may result in retention of deposit.
- c. Rental agreements will specify space being rented. Space use will be limited to contracted area. More than one renter may be using the building at one time unless exclusive use is provided within the contract.
- d. All tables and chairs and related furnishings will be set out by building staff pursuant to renter's request as defined in the contract. Users shall not move or rearrange furnishings of the building except as provided in contract.
- e. Audio visual equipment is available to renters however operation of such equipment will be performed by building manager or assigned staff. Charges may apply depending upon contracted services. Equipment is not to be used for DJ type services.
- f. Electronic blinds may be adjusted at the request of renters however operation of the blinds shall be performed by the building manager or assigned staff.
- g. No item shall be affixed to the walls, wood, flooring or windows or other surfaces of the building. This includes prohibition of tacks, staples, or any form of tape whether painters' tape, transparent tape or any other type of tape or adhesive. A signboard is available for renter's use and will be provided by the building manager upon request.
- h. No item shall be placed or leaned against the walls. Please note fabric walls are composed of foam board and will not withstand any pressure without sustaining damage.
- i. **Prohibited decorations include: smoke machines, loose glitter and dye.** Use of vessels or fountains containing water, ice or other liquids are restricted to contract provisions.

- j. Any damage to the building other than normal wear and tear will result in charges to the renter for the full cost of restoration to original quality. The renter is responsible for all damage, whether caused by the renter, his/her guests, or service providers. If the damage deposit is insufficient to cover the full cost, the renter is still liable for amounts in excess. Legal action may be pursued.

5. Bar services, alcoholic beverages and non-alcoholic beverages:

- a. **All outside beverages are prohibited.** See contract for exceptions and prices.
- b. City holds an exclusive liquor license for the premises. All liquor consumed on premises must be purchased through the City of Lake City as holders of the liquor license. No other alcohol may be brought into or consumed on the premises. Violation of this policy will result in forfeiture of deposit and may result in cancellation of event.
- c. Bartender services are available for hire from the City. Rates for services and prices of beverages are available and subject to contract.
- d. Alcohol consumption by minors (age 21 pursuant to Code of Iowa) is strictly prohibited. Proof of age is required. Providing or sharing alcohol with a minor is prohibited and may result in immediate ejection of persons, forfeiture of deposit and/or cancellation of event.
- e. Alcohol consumption hours are limited pursuant to Code of Iowa. Hours may be further restricted by contract.
- f. The City reserves the right to limit or refuse service of alcohol to anyone, subject to determination by the building manager or bartender.
- g. The City reserves the right to eject any person who is drunk or disorderly and may close the event. Anyone behaving in a disorderly manner must immediately leave the building upon request.
- h. Law enforcement may be called as necessary.
- i. The City reserves the right should any violation of these rules occur to have the building manager cancel the event and to impose a \$500 fee and to confiscate any liquor. Further, the City may pursue legal action.

6. Food preparation and kitchen use:

- a. Building is not equipped with adequate ventilation and other equipment to safely allow for general food preparation.
- b. At no time will grills, griddles, waffle irons or similar appliances that create smoke, strong odors and/or heavy electrical load be permitted.
- c. Food preparation is prohibited throughout the building except in limited manner within the kitchen area.
- d. Food may be provided by individuals or by licensed caterers. City assumes no liability for the safety of food items.
- e. **Kitchen is limited to catering only – preparation and cooking of food shall be completed off-site.** On-site assembly and plating are permitted including limited heating and rewarming. Specific preparation conditions will be allowed pursuant to contract.



- f. Food caterers/vendors may prepare food outdoors for consumption within the building. For example, grill carts or tents may be placed on exterior premises. Placement will be designated by the building manager.
- g. Building manager must be notified of all menu and catering requirements and plans and may prohibit specific foods or preparatory activities. These requirements will be included in the rental contract.

7. Secondary services providers

- a. Renters are free to use outside service or food providers of their choice except as noted in Item 5 above. City has no responsibility to locate or negotiate with these providers.
- b. Renters are responsible for obtaining outside service providers and for obtaining their signatures on building use agreements.
- c. All caterers, decorators, florists, event planners, DJs, bands, and other secondary service providers must agree to all relevant rules governing building use and maybe denied access or removed from building if violating any rules.
- d. Renters are responsible for any damage caused by outside service providers and may have deposit withheld in case of damage.
- e. Renters shall provide the building manager sufficient advance notice of the secondary service providers' needs as specified in rental contract.
- f. City is not responsible for performance of outside service or food providers. Furthermore, City has no responsibility to substitute for or replace such services in case of failure or non-performance of the outside provider.

8. Fees

- a. Use of the building will be scheduled on a first come, first served basis.
- b. Non-profit charitable organizations (501(c)(3)) within the area may use the building without charge with provision of deposit. Fees may apply for the use of certain equipment and clean-up services. Charities are requested to book minimum time needed to allow maximum use of the facility.
- c. In recognition for their commitment to the public, the building may be used without charge for the funeral or memorial service of a service member or veteran. Such use will be subject to the same rules as non-profit, charitable organizations. Fees may apply for the use of certain equipment and clean-up services.
- d. **A \$500 security deposit is required from all users, regardless of whether they are charged a rental fee.** This deposit may be forfeited under the following circumstances:
 - i. **Cancellation:** If an event is canceled less than 30 days prior to the scheduled date, the entire \$500 deposit will be retained. (Cancellation fee not applicable to non-profit organizations and events.)
 - ii. **Damages:** Any damage to the building or its contents will result in the forfeiture of all or part of the security deposit. The specific amount retained will be determined on a case-by-case basis.



Policies and fees approved by Council effective August 5, 2024.