501(c)3 organization

Riverfront Center Rental Application, Rules & Regulations
Mailing Address: PO Box 138, Preston, MN 55965
Location: 304 Fillmore St E, Preston, MN 55965
prestonhistoricalsociety@prestonmnhistory.com
www.prestonmnhistory.com

RIVERFRONT CENTER RENTAL APPLICATION

Renter must complete all items in this application and submit via PHS email or mailing to: PO Box 138 address. Incomplete applications will not be processed.

APPLICANT INFORMATION

Name: _____

Organization/Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: (Home) _____ (Work) _____ (Cell)_____

Email: _____

DATE / TIME OF REQUESTED RENTAL: *(Rental hours must conclude by 10:00pm)*

Rental/Event Date: _____

Start Time: _____ am / pm *(Must include 30 minutes for set-up)*

End Time: _____ am / pm *(Must include 30 minutes for clean-up)*

___ One time event ___ Weekly event ___ Monthly event

EVENT SPACE REQUESTED/FEES: *(Choose either Riverfront Center, Depot Museum or both)*

Is this rental for a non-profit organization: YES NO

*Non-profit organizations *may be* eligible for a negotiated rental rate.

Riverfront Center*	**Depot Museum*** (2 hour maximum)
___ $75.00 (up to 4 hours)	____ $25.00 (1 hour)
___ $125.00 (4 hours or more)	____ $50.00 (2 hours)

# of attendees? _____ **(MAXIMUM LIMITS: 70-Dining, 36-Classroom, 70-Theatre)**

- Is use of the kitchenette required? YES NO
- TV Monitor required: YES NO
- Will food be served? YES NO
- Will alcohol be served? YES NO
- Will alcohol be sold? **YES*** NO

*** Read Alcohol Policy in Rules & Regulations**

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EVENT INFORMATION: (*Submit a separate document for additional information, if needed.)*
Describe event and activities including any entertainment:

_____

_____

_____

_____

APPLICANT MUST COMPLY WITH ALL ALCOHOL LICENSING AND INSURANCE REQUIREMENTS.

☐ **Applicant acknowledges they have read and fully understand all of the rules and regulations set forth herein and agrees to abide by the rules and regulations and will use their best efforts to ensure that all individuals in attendance at the Riverfront Center will comply with the rules and regulations.**

Upon approval of application, Renter agrees to pay the Preston Historical Society (PHS) the total rental fee and $150.00 security deposit within 5 business days via cash or check. Checks written to: Preston Historical Society. Checks returned for NSF will result in event rental cancellation.

Circle one:
YES I would like PHS to keep the $150.00 security deposit to support their mission.
(A receipt will be emailed for tax records.)

NO I would like the $150.00 security deposit returned after the event rental period is over, provided there is no damage.

_____ _____
Applicant Signature (Authorized Agent) Date

_____ _____
Authorized PHS Signature Date

FOR PHS USE ONLY

Application Approved: YES NO Security deposit received: $_____ Rental fee received: $_____ Countersigned agreement sent to Renter: YES NO	Security deposit gifted: YES NO Security deposit returned: $_____ Date Returned: _____

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RIVERFRONT CENTER RULES & REGULATIONS

The Preston Historical Society (PHS) has adopted the following Riverfront Center Rules and Regulations concerning the rental of PHS's Riverfront Center to a member of the public or a group (the "Renter") for an "Event." These Rules and Regulations will be incorporated by reference into any contract between PHS and a Renter.

1. **Reserving the Riverfront Center.** The Renter must submit their application through PHS email or mailing address. Applications will not be accepted more than one year in advance of the event.

2. **Riverfront Center Rental Agreement.** After PHS has approved an Application, the Renter must submit payment of the **total rental fee and security deposit** within 5 business days via cash or check.

3. **Rental Fee.** PHS charges the following rental fees for use of the Riverfront Center:
   a. Riverfront Center:
      i. $75.00 (4 hours or less: including set-up and clean-up time)*
      ii. $125.00 (4 hours or more: including set-up and clean-up time)*
   b. Depot Museum: $25.00/hour (2 hour maximum)
      * All events must conclude by 10:00pm, including clean-up time.
   c. Rental Fee Exceptions:
      i. Recurring Renter agreements may qualify for a discount. Contact PHS by email for more information.
      ii. Local non-profit or local community group Renters should contact PHS by email for rental fee information, as they may qualify for a discount.
   d. The rental hours must include the time necessary for set up and clean up. If the Riverfront Center is available, PHS, in its sole discretion, may allow the Renter to set up the day before the event. The total rental fee is due within 5 business of application acceptance.

4. **Security Deposit Fee $150.00.** The security deposit will be returned if the event is cancelled for any reason by PHS or the Renter. The security deposit will be returned to the Renter within fifteen (15) business days after the event, if there is no damage to the Riverfront Center or its contents. PHS may withhold a portion or all of the security deposit if the Renter does not adequately clean the Riverfront Center following the event. The amount of the deposit does not limit the liability of the Renter for any damage or loss caused by the Renter or the Renter's guests and invitees.

5. **Priority of Use.** PHS shall have first priority for all organization activities. The priority for all other uses shall be determined on a first-come, first-served basis.

6. **Kitchenette/Food.** Renters may provide their own food and beverages or utilize a professional caterer. If the kitchenette is used, it must be cleaned and left in the condition it was found. The kitchenette is not suitable for preparing any food.

7. **Cancellation/Refund Policy.** Cancellation requests received by PHS at least 30 days prior to the event date, the full rental fee and full security deposit returned within 15 business days. Cancellation requests received less than 30 days prior to the event date, 50% of the rental fee and the full security deposit will be returned within 15 business days. All cancellations must be submitted to PHS in writing via email or mail. PHS reserves the right to cancel the event. If PHS cancels the event, the Renter shall be entitled to a full refund of paid rent and security deposit within 15 business days of the cancellation date. If PHS does cancel the event, PHS is not liable for any costs incurred by the Renter.

8. **Maximum Capacity.** The maximum capacity of the Riverfront Center will be based on the event and room set up. Under no circumstance shall the number of persons at an event exceed the maximum capacity. The Riverfront Center can accommodate the follow set ups and capacities:
   a. Dining (tables and chairs for a meal): 70
   b. Classroom (tables and chairs facing one direction): 36
   c. Theatre (chairs only): 70

9. **Alterations/Decorations.** The Renter shall not make any alterations to the Riverfront Center without the written consent of PHS. Alterations include any items that shall be hung, glued, taped or in any other way affixed to the walls, ceiling, floor, windows or light fixtures of the Riverfront Center.

   No confetti, glitter, or burning of candles may be used in the Riverfront Center. The only exception to the "no candles" policy is the use of birthday candles on a cake.

10. **Building Access.** The Riverfront Center will be available for access at the time reserved, and the unique electronic keypad code will be available to the Renter the day before the event (via email, phone call, or text). The Renter shall ensure that everyone is out of the building before leaving and is responsible for locking the Riverfront Center following the event.

11. **Access by PHS.** The Renter shall permit PHS's officials, employees or agents to have access and to enter the Riverfront Center at any time during the event.

12. **Designated Area**. Only the area designated in the Riverfront Center Rental Application may be used.

13. **Clean Up.** The Renter is responsible for leaving the Riverfront Center in a clean condition. All tables and chairs must be returned to their original position. All carpeted areas must be vacuumed and all other flooring must be swept. The Renter must take all garbage and recycling off site. Refer to the Riverfront Center Checklist.

14. **Entertainment.** All entertainment must be pre-approved by PHS.

15. **Security.** All events shall be operated and supervised to the satisfaction of PHS. Please note that security cameras are in use in the facility.

16. **Smoking.** Smoking in the Riverfront Center and on the covered portico is prohibited at all times.

17. **Grilling.** No grills are permitted on the covered portico of the Depot. Grilling outside on any of the grounds must have prior approval by PHS.

18. **Animals.** Only service animals or service animals in training are allowed in the Riverfront Center, per Minnesota state law.

19. **Law/Ordinances.** The Renter must comply with the laws of the State of Minnesota and City of Preston ordinances. PHS has the right to terminate use of the Riverfront Center during any event if the Renter violates any State laws or City ordinances. All fees shall be forfeited when an event is terminated for this reason.

20. **Alcohol Policy.** The possession, use or sale of alcoholic beverages is permitted in the Riverfront Center only under the following conditions:
    a. Selling of Alcohol:
        i. A liquor license must be obtained prior to the event if alcohol is sold.
    b. Serving of Alcohol Not for Sale:
        i. Groups can bring in their own alcohol to consume and not to sell per PHS' Consumption & Display Permit (MN Statute 340A.414).

21. **Insurance Requirements.** PHS, in its discretion, may require the Renter to obtain liability insurance for any use of PHS facilities. If liability insurance is required, the following requirements apply:
    a. $1,000,000 minimum.
    b. Insurance shall cover liability for injury, death and property damage including coverage for alcohol related claims.

c. The insurance policy must be issued by an insurance company licensed to do business in Minnesota acceptable to PHS.
d. PHS must be named as an "Additional Insured" on the policy.
e. At least seven (7) days prior to the event, the Renter must give to PHS a certificate of insurance showing the required coverage.

22. **Indemnification.** The Renter shall defend, indemnify and hold harmless PHS and/or the City of Preston and its officials, employees and agents from any liabilities, judgments, losses, costs or charges (including attorneys' fees) incurred by PHS and/or the City of Preston or any of its officials, employees or agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with the use of the Riverfront Center by the Renter or by the Renter's guests or invitees, except to the extent caused by the sole negligence, gross negligence or willful misconduct of PHS and/or the City of Preston or its officers, employees or agents.

23. **Waiver and Assumption of Risk.** The Renter knows, understands and acknowledges the risks and hazards associated with using the Riverfront Center and hereby assumes any and all risks and hazards associated therewith. Renter hereby irrevocably waives any and all claims against PHS and/or the City of Preston or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Renter as a result of using the Riverfront Center and hereby irrevocably releases and discharges PHS and/or the City of Preston and any of its officials, employees or agents from any and all claims of liability.

24. **Restricting Use.** PHS can prohibit or limit use of the Riverfront Center by a particular Renter based upon knowledge that the Renter has caused damage to other public facilities or when disruption, damage, theft or other unfavorable history is recorded from previous use of the Riverfront Center.

25. **No Discrimination.** PHS does not deny access to the Riverfront Center on the basis of race, religion, sex, creed, age, sexual orientation or national origin. Allowing any group to use the Riverfront Center does not imply endorsement of a group's views by PHS.

26. **Accidents/Damage.** Any accidents or damage or suggested maintenance to the Riverfront Center must be reported to PHS following the event.

27. **Personal Property.** PHS will not be responsible for any personal property belonging to the Renter or the Renter's guests or invitees.

28. **Doors and Windows.** All windows, screens, doors and all other Riverfront Center property must not be damaged. Windows should remain locked at all times. Riverfront Center exterior doors must remain closed at all times during the event.

29. **Portico.** No chairs or tables are allowed on the covered portico.

Riverfront Center Checkout List

A checkout list will be provided and left on the kitchenette counter for use to confirm all of the following activities have been completed at the conclusion of the event. A portion of the security deposit will be forfeited for failure to comply with the following:

a) Garbage/recycling taken off the property by the Renter, including bathroom garbage
b) All carpeted areas vacuumed and all other flooring swept
c) No decorations may be left behind
d) Kitchenette cleaned and left in proper order
e) Tables and chairs wiped clean and returned to original positions
f) Set thermostat: ☐ Summer: 72 ☐ Winter: 58
g) Any damage/breakage* reported on checkout list**
h) Ensure all exterior doors are locked when leaving the Riverfront Center

* Renter is responsible for the cost of repairs and replacements.

** Prior to use, note any damage or concerns, and contact PHS. If damage is not reported prior to set up or the event, the Renter will be held liable for the cost of repair.