

RESOLUTION CITY OF SAINT PAUL, MINNESOTA

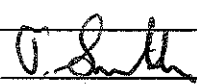
Presented by _____

1 RESOLVED, that the City of Saint Paul, Police Department is authorized to enter into the facility rental
 2 agreement with the Neighborhood House at Wellstone Center which includes an indemnification clause.
 3 This agreement allows for the rental of the Bernard/Marie Ferber Community Dining Room on Tuesday,
 4 June 12, 2012 from 6:00 p.m. to 9:00 p.m. A copy of said agreement is to be kept on file and on record in
 5 the Office of Financial Services.

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	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Carter			
Lantry			
Stark			
Thune			
Tolbert			

Requested by Department of: **POLICE**

By: 

Form Approved by City Attorney
 By: _____

Adopted by Council: Date _____

Adoption Certified by Council Secretary

By: _____

Approved by Mayor: Date _____

By: _____

Form Approved by Mayor for Submission to Council

By: _____



Neighborhood House at Wellstone Center
 179 Robie Street East
 Saint Paul MN 55107
 651.789.2542 / 651.789.2510

#2

Rental Confirmation

Group	Reservation: 4702
Kathy O'Reilly St Paul Police Department 367 Grove Street St Paul, MN 55101	Event Name: Family Orientation Status: External Phone: 651.266.5543 Event Type: External Event Coordinator: Seng Vang

Bookings / Details	Quantity	Price	Amount
Damage Deposit Due By			
n/a			
50% Payment Due By			
NA			
100% Payment Due By			
5/29/2012			
Time Includes Setup/Takedown			
Yes			
Alcohol Requested			
No			

Tuesday, June 12, 2012

6:00 PM - 9:00 PM Family Orientation (External) 31 - Bernard/Marie Ferber Community Dining Room

Setup As Is			
Room Charge: (3 hours @ \$55.00/hr)	1	\$165.00	\$165.00
Setup:			
Taking Space As Is	1		
Technology:			
LCD Projector	1	\$40.00	\$40.00
Less 100% Discount			(\$40.00)
Subtotal			\$165.00
Grand Total			\$165.00

TERMS & AGREEMENT (Version 2012)

Neighborhood House at Wellstone Center ("NH @ WC") is delighted to welcome you ("Renter") into our facility. Please read this agreement and the rental confirmation carefully, as they contain important information regarding the scheduled event and facility policies.

Once read, please fill out and sign this document where indicated and return it via fax at 651.789.2510, by mail, or as a PDF e-mail attachment. If any changes need to be made, or if there are any questions, please contact us directly at rent@wellstonecenter.com or 651.789.2542. Please note that the event cannot proceed without a signed copy of this agreement.

PARKING

NH @ WC is pleased to offer Renter the complimentary use of our attached parking ramp, which features 165 spaces. NH @ WC and the City of St. Paul are not responsible for damage to or theft of/from any vehicle parked on the

Bookings / Details

Quantity Price Amount

premises. Please note that cars will be towed at the owner's expense if parked in the El Burrito Mercado parking lot across the street from the Wellstone Center.

Loading and unloading of equipment/materials (when using flat bed carts or similar items) should be handled at door C at the north entrance of the building near the receiving area and dumpsters. Unloading should not take place through the parking ramp or main entrances.

FOOD & BEVERAGE

Renter is welcome to bring food and beverages or hire an outside catering service of Renter's choosing. If Renter plans to serve alcohol, please be aware that the Wellstone Center is a city facility and there are specific policies regarding alcohol consumption. Renters wishing to serve alcohol are required to have facility approval, only serve beer, wine, or champagne (absolutely no exceptions) through a licensed liquor caterer on the city of St. Paul's approved list, pay for an off-duty St. Paul police officer to provide security (booked through NH @ WC), and stop serving alcohol at least 30 minutes prior to the end of the event. Please note that a violation of any policies regarding alcohol constitutes grounds for immediate cancellation of an event without refund. NH @ WC can provide more information and a list of local catering companies if desired.

NH @ WC can provide up to 100 cups of regular coffee and/or ice water for events at an additional charge. Water is supplied in either pitchers or a large cooler; unfortunately, decaffeinated coffee and hot water are not available through NH @ WC. All beverage services must be requested in advance. Should more than 100 cups of coffee and/or water is needed or if continuous beverage service is required, please consider using an outside caterer.

NH @ WC does ask that all food and beverages stay in only those spaces listed on Renter's rental confirmation (no food or beverage allowed in the Neighborhood House Performance Space) and that Renter does their best to clean up when the event is finished.

DECORATIONS

NH @ WC does not provide any type of decorations, including linens, piping, and drapes. Renters are responsible for securing all linens and decorations. Decorations and signage can only be affixed with blue painters tape or 3M command products; the use of any other products is prohibited. If more information on NH @ WC's decorating policies is needed, please let us know and we will be happy to provide them.

AUDIO/VISUAL EQUIPMENT

NH @ WC can provide numerous A/V equipment options to fulfill an event's needs. If audio/visual equipment is needed, a price list can be obtained from NH @ WC staff. Renter agrees to assume all financial responsibility in the event equipment is damaged, lost, or stolen during Renter's event.

WIRELESS INTERNET

NH @ WC is equipped with wireless internet. A user name and password are required for access and can be obtained from the main welcome desk.

CELL PHONES

Due to the construction of the facility, some cell phones and other wireless devices receiving outside signals might not work within our building. There is a courtesy phone available in all spaces which can be used for local calls by dialing 9 and then the number. Alternatively, in rooms 107, 207, 208, 209, 210, and 212 a wireless conference phone is available for an extra charge.

CONDUCT

NH @ WC strives to provide a welcoming, community-oriented environment at all times. By holding an event at the Wellstone Center, Renter agrees to take responsibility for all actions and conduct of any and all persons involved with Renter's event. This includes monitoring children, keeping noise levels to a respectable level, and occupying only those spaces detailed on the rental confirmation. On any given day, the Wellstone Center has multiple events, parties, and meetings occurring and counts on all renters to show respect to the facility, staff members, tenants, and other renters in order to maintain our sense of community.

DAMAGE TO THE FACILITY

By signing this agreement and renting from NH @ WC, Renter agrees to assume financial responsibility for any and all damage to the building, grounds, and any property owned by Neighborhood House, the City of St. Paul, and/or any facility tenants caused by any and all persons admitted to Renter's event by Renter at the Wellstone Center. The amount of said damages will be determined by the Director of Community Center Services.

PAYMENT/DAMAGE DEPOSITS

Renter's event will be guaranteed upon our receipt of a copy of this signed agreement, due within 7 days of the receipt of this document unless other arrangements have been made. By signing this agreement, Renter agrees to abide by the payment conditions below. Failure to follow these guidelines may result in the cancellation of your event.

For rentals where the initial event date is 31 days or more from the original rental confirmation document date, a payment in the amount of 50% of the rental confirmation total or a signed purchase order for 100% of the rental confirmation total is due within 14 days of the original rental confirmation date. The remaining balance is due no less than 14 days from the initial event date. Any costs associated with last-minute changes or requests are due in full no less than 7 days after the final event date.

For rentals where the initial event date is 15-30 days from the original rental confirmation date, a payment or signed purchase agreement for the full amount of the rental confirmation total is due within 10 days of the original rental confirmation date. Any costs associated with last-minute changes or requests are due in full no less than 7 days after the final event date.

For rentals where the initial event date is 14 days or less from the original rental confirmation date, a payment or signed purchase order for the full amount of the rental confirmation total is due within 4 business days of the original rental confirmation date or the day before the event, whichever is sooner. Any costs associated with last-minute changes or requests are due in full no less than 7 days after the final event date.

Fulfillment of all purchase orders is due within 15 business days of the first booking date on the rental confirmation.

NH @ WC accepts cash payment (in person only), checks payable to Neighborhood House (reference reservation number in memo field), MasterCard, and Visa. Please contact NH @ WC directly if paying by credit card and we will be happy to complete that transaction over the telephone. For government agencies, we do accept electronic funds transfers. Notification from Renter of intent to pay via Electronic Funds Transfer is required.

NH @ WC is willing to consider custom payment plans on a case-by-case basis. All custom payment plans must be agreed to by both parties in writing. Please contact the NH @ WC staff member responsible for your rental to discuss payment options.

Renter's event may be subject to a refundable damage deposit. All damage deposits are due within 14 days of the original rental confirmation date or 7 days of the first booking date of the rental confirmation, whichever is sooner. Cash, check, credit card, and signed purchase orders are all acceptable forms of deposit. Following a post-event facility review by NH @ WC staff, damage deposits - less any costs of damages, additional labor/cleaning costs, and/or outstanding amount due - will be refunded within ten (10) business days after the event.

****Please include your reservation number with all payments.****

ADDITIONAL FACILITY/STAFFING FEES

All events must conclude 30 minutes prior to the building closing to ensure everyone is out of the building by closing time. We can be open earlier/later for an additional fee of \$50/hour for staffing and security. All events falling outside regular business hours must be prearranged. If the event runs over the allotted time, Renter will be charged an additional \$100.00 per hour, which must be paid prior to leaving the facility. Alcohol is allowed to be served until 11:00pm, at which time the caterer should stop serving and prepare to vacate the building. In addition, with all alcohol events, should the Renter & guests not be out of the building by midnight, a \$500 fine will be added to Renter's credit card immediately.

Any event that requires significant facility staff clean-up as determined by NH @ WC staff, may be subject to an additional fee of \$50.00 per hour. This includes Renter rearranging the room from the standard set-up and not returning it to standard set-up.

CANCELLATIONS

If Renter should cancel the rental more than 30 days prior to the event, the room rental fee will be waived from the invoice. If Renter should cancel the rental more than 14 days prior to the event, but less than 30 days, 75% of the invoice total will be refunded. If the event is canceled within 14 days of the event, 50% of the invoice total will be refunded.

Bookings / Details

Quantity Price Amount

FORCED CANCELLATIONS

NH @ WC reserves the right to cancel any event for any reason. Possible reasons can include, but are not limited to: illegal activity, unauthorized alcohol use, failure to follow facility staff directions, disregard for the safety of any or all persons in the facility, and/or misuse of facility space or property. If NH @ WC does cancel an event for any reason other than those outlined in the "Emergency Closing" section of this document, any and all payments and deposits will automatically be forfeited. Furthermore, Renter agrees that the City of St. Paul, Division of Parks & Recreation and Neighborhood House shall have no responsibility for anything Renter may suffer or incur due to such a cancellation.

EMERGENCY CLOSING

In the unlikely event of an unforeseen condition, NH @ WC may be forced to cancel a rental prior to the event with little or no notice. Possible reasons for cancellation include, but are not limited to: a declared state of emergency, severe weather, unsafe environmental or health conditions, and/or interruption of utility services. In such an event, Renter agrees that the City of St. Paul, Division of Parks & Recreation and Neighborhood House shall have no responsibility for anything Renter may suffer or incur due to such a cancellation. NH @ WC will attempt to notify Renter as soon as possible if such a cancellation occurs. All fees paid by Renter for events occurring during the emergency closing shall be refunded to Renter if the reservation is canceled by NH @ WC as outlined in this section.

WAIVER OF LIABILITY

By signing this agreement and renting from NH @ WC, Renter agrees to indemnify, hold harmless, and defend Neighborhood House, the City of St. Paul, and any facility tenants and their employees and volunteers from all liability from loss, damage, or injury to any and all persons and/or property in any manner involved with your event, without limitation. All consequential damages, whether or not resulting from the negligence of Neighborhood House, the City of St. Paul, facility tenants, or their agents are the sole responsibility of Renter.

By signing below, Renter agrees to and understands all terms of this document. Renter is solely responsible for the entire balance of the rental as outlined in this rental confirmation document, and/or any associated cancellation fees. Any changes, revisions, or additions made to the terms and agreement must be agreed upon by both parties and confirmed in writing. Events will not proceed without returned signed rental confirmations and fulfilled payment as outlined in the requirements above.

Signature

Printed Name

Date