# USE OF COUNTY PROPERTY BY PUBLIC USERS: POLICIES, GUIDELINES, PROCEDURES, AND FORMS

**MAY 2008** 

# USE OF COUNTY PROPERTY BY PUBLIC USERS: POLICIES, GUIDELINES, PROCEDURES, AND FORMS

CONTENTS:		PAGE
Procedures for Use of Cou	inty Property by Public Users	2
Attachment A: Contact Info	rmation for Request for Use of County Public Users	3
	When Sending Use Agreement for se of County Property by Public Users	5
Government	Procedures for Use of the Ramsey County Center East and the Ramsey County Center West by Public Users	6
	unty Government Center East/Ramsey ernment Center West Use Agreement for	8
	rocedures on Use of the St. Paul City County Courthouse by Public Users	11
•	Hall/Ramsey County Courthouse Use or Public Users	12
(excluding Si Ramsey Cou	or Use of County Property by Public Users t. Paul City Hall/Ramsey County Courthouse, unty Government Center East, Ramsey County Center West, Libraries, and Landmark Center)	16
Ramsey Cou Government	unty Property (excluding St. Paul City Hall/ unty Courthouse, Ramsey County Center East, Ramsey County Government Cent ies, and Landmark Center) Use Agreement for	17 er

## PROCEDURES FOR USE OF COUNTY PROPERTY BY PUBLIC USERS

- 1. If an Employee is contacted by a member of the public regarding use of County Property, the Employee shall refer the person to the County staff listed on **Attachment A** for further information.
- 2. A request by a Public User for use of County Property must be in writing.
- 3. When a Building Services Manager, Property Management staff, or other identified contact person ("Property Contact") receives the written request, the Property Contact shall, in consultation with the Director of any affected Department, determine if the use is consistent with the applicable Policies and Procedures. See the following:
  - ➤ Attachment C for Ramsey County Government Center East/Ramsey County Government Center West
  - > Attachment E for St. Paul City Hall/Ramsey County Courthouse
  - > Attachment G for other County Property
- 4. If the use is approved, the Property Contact will notify the applicant in writing (see **Attachment B**) of the tentative approval and will enclose the appropriate Use Agreement. See the following:
  - ➤ Attachment D for Ramsey County Government Center East/Ramsey County Government Center West Use Agreement
  - Attachment F for St. Paul City Hall/Ramsey County Courthouse Use Agreement
  - > Attachment H for Use Agreement for other County Property for completion and return by the Applicant.
- 5. A Use Agreement must be approved by the Property Contact before the Applicant can use the County Property.

#### **Summary of Attachments:**

- A. Property Contact Information For Request for Use of County Property by Public Users
- B. Cover Letter when sending Use Agreement for approved use of County Property by Public Users
- C. Policy and Procedures for Use of the Ramsey County Government Center East and the Ramsey County Government Center West by Public Users
- D. Ramsey County Government Center East/Ramsey County Government Center West Use Agreement for Public Users
- E. Policy and Procedures for Use of the St. Paul City Hall/Ramsey County Courthouse by Public Users
- F. St. Paul City Hall/Ramsey County Courthouse Use Agreement for Public Users
- G. Guidelines for Use of County Property by Public Users (excluding St. Paul City Hall/Ramsey County Courthouse, Ramsey County Government Center East, Ramsey County Government Center West, Libraries, and Landmark Center)
- H. Ramsey County Property Use Agreement (excluding St. Paul City Hall/Ramsey County Courthouse, Ramsey County Government Center East, Ramsey County Government Center West, Libraries, and Landmark Center) for Public Users

### PROPERTY CONTACT INFORMATION FOR REQUEST FOR USE OF COUNTY PROPERTY BY PUBLIC USERS

If an Employee is contacted by a member of the public regarding use of County Property, the Employee shall refer the person to the following for further information:

#### **City Hall/Courthouse:**

Building Management Office – Building Services Manager, 651-266-8444

#### Landmark Center:

Building Management Office – Executive Director, 651-292-3285

#### **Law Enforcement Center:**

Building Management Office – Building Services Manager, 651-266-9675

#### Libraries:

Arden Hills - No meeting room

Maplewood - 651-704-2033, select option 3

Mounds View - 763-717-3272, ask for reference

North St. Paul - No meeting room

Roseville - 651-628-6803, extension 510

Shoreview - 651-486-2300, select option 5

White Bear Lake - 651-407-5302, ask for reference

#### Parks and Recreation Administration Office:

Department Director, 651-748-2500

#### **Public Works Facility:**

Building Management Office – Building Services Manager, 651-266-7260

#### Ramsey County Government Center East:

Building Management Office – Building Services Manager, 651-266-4480

#### Ramsey County Government Center West:

Building Management Office - Building Services Manager, 651-266-2268

#### **Sheriff's Patrol Station:**

Building Management Office -Building Services Manager, 651-266-7260

#### **Suburban Courts:**

Building Management Office - Building Services Manager, 651-266-9675

#### 90 West Plato:

Building Management Office – Building Services Manager, 651-266-2268

#### **Juvenile and Family Justice Center:**

Building Management Office – Building Services Manager, 651-266-5280

#### Lake Owasso Residence:

Facility Director, 651-765-7703

#### **Ramsey County Care Center:**

Facility Director, 651-251-2406

#### **Other County Property:**

Department of Property Management Administration, 651-266-2260

#### **Leased Space:**

Contact Department's manager for the leased space

# COVER LETTER WHEN SENDING USE AGREEMENT FOR APPROVED USE OF COUNTY PROPERTY BY PUBLIC USERS

Re: Use of
Dear Applicant:
Your request to use County Property has been tentatively approved. In accordance with applicable County policies, a Use Agreement must be signed before you can use County Property. Please complete the enclosed Use Agreement, have it signed by the appropriate person, and submit it, along with any required documentation, to my attention at the following address:
XXXXXXX XXXXXXX
You will be notified if the Use Agreement has been approved and signed by the County.
Very truly yours,
(Insert as appropriate for facility)

Enclosures: Carol: Make these checkoff boxes, not just dots.

- St. Paul City Hall/Ramsey County Courthouse Use Agreement
- Ramsey County Government Center East/Ramsey County Government Center West Use Agreement
- Ramsey County Property Use Agreement (general)

# POLICY AND PROCEDURES FOR USE OF THE RAMSEY COUNTY GOVERNMENT CENTER EAST AND THE RAMSEY COUNTY GOVERNMENT CENTER WEST BY PUBLIC USERS

#### **POLICY**

It is the policy of Ramsey County to permit the utilization of the Ramsey County Government Center East and the Ramsey County Government Center West (collectively referred to as "the Buildings") for Permitted Uses in a safe manner and without disruption in the conduct of County business.

#### **PROCEDURES**

#### 1. Use of Buildings

- a. The County reserves the right to enforce reasonable time, place and manner requirements for use of the Buildings.
- b. Any unauthorized use of the Buildings will be considered a trespass and dealt with accordingly.

#### 2. Permitted Use

A Permitted Use is an activity that:

- a. is outside the scope of Ramsey County business; and
- b. is on behalf of a public entity or by a non-profit, civic, or charitable organization; and
- c. promotes local economic development, civic betterment, or intergovernmental relations.

#### 3. Application

An individual, group, or entity ("User") seeking to use the Buildings shall contact the Building Services Manager not less than twenty (20) business days prior to the proposed date of the use; provided, however, that the Building Services Manager shall have the authority to consider any request that is submitted less than 20 business days prior to the proposed date of the use, at the Building Services Manager's discretion.

#### 4. Approval Requirements

Before the request will be considered, the Building Services Manager must receive a signed Use Agreement and satisfactory documentation of the following:

- a. Liability insurance and other required insurance, for approval by the Ramsey County Attorney's Office;
- b. The applicant's status as a public entity, or as a non-profit, civic, or charitable organization:
- c. Security arrangements appropriate for the use; and
- d. Information to establish that the event meets the requirements of Section 2.c. of these Procedures.

#### 5. Use Agreement

No event shall be considered a Permitted Use until the Building Services Manager has signed the Use Agreement. The applicant may not use the Property until the Use Agreement has been signed by the Building Services Manager.

#### RAMSEY COUNTY GOVERNMENT CENTER EAST/ RAMSEY COUNTY GOVERNMENT CENTER WEST USE AGREEMENT FOR PUBLIC USERS

As represented by the signature below, the User agrees to the terms and conditions stated herein, in relation to the following Permitted Use in the Ramsey County Government Center East or the Ramsey County Government Center West (each separately referred to as "Building"):

User Name:				
Date(s) of Use/Ti	me Period:			
` '	From		To:	AM/PM
County Property:				
	d to attend:			
	ion (if applicable):			

#### **TERMS AND CONDITIONS**

- 1. The User shall maintain and keep in force for the duration of the Permitted Use, at a minimum, commercial general liability insurance of \$300,000 per person/\$1,000,000 per occurrence and, if a wine or liquor license is needed, liquor liability insurance. The User will add Ramsey County to the commercial general liability policy as an additional insured with respect to the Permitted Use, including setup, takedown and clean-up. Ramsey County, at its discretion, may require additional insurance of the User or modify the insurance requirements. Proof of insurance shall be submitted along with the signed Use Agreement and is subject to approval by the Ramsey County Attorney's Office.
- If wine or liquor will be served at the Permitted Use, the User will contract with a vendor
  possessing a wine or liquor license, as appropriate. The User's vendor shall carry liquor
  liability insurance and will add the User and Ramsey County as an additional insured with
  respect to the Permitted Use, including setup, takedown, and cleanup.
- 3. A restaurant providing food for an event, and/or a caterer hired to serve food at the event, must be appropriately licensed for food service by a public health agency. Food may be prepared and served by non-licensed entities only if the event is a potluck, as defined by State law (Minn. Stat. Section 157.22). For clarification, the User should contact the Ramsey County Department of Public Health.
- 4. The following will not be permitted:
  - a. Smoking unless permitted by State law.
  - b. Leaning tables, chairs, or other items against walls, pillars, busts, portraits, or staircases in the Building.
  - c. Possession, consumption, serving or sale of intoxicating beverages, wine or beer, unless a wine or liquor license has been obtained in accordance with Section 2.
  - d. Sale of goods or services, except as approved by the Building Services Manager.

- e. Attachment of any posters, stickers, signs, banners, or other materials to the interior or exterior of the Building without prior approval of the Building Services Manager.
- f. Moving of any Building furnishings, including but not limited to lamps, busts, and memorials, without prior approval of the Building Services Manager.
- g. Improper disposal of rubbish, spitting, creation of any hazard to persons or property, throwing of articles of any kind from the Building, climbing upon any part of the Building, and the negligent or willful destruction, damage or removal of property or any part of the Building.
- h. Conduct that creates loud or unusual noise, or that obstructs the usual use of entrances, foyers, corridors, offices, elevators, stairways, or otherwise tends to impede or disturb public employees in the performance of their duties, or that otherwise impedes or disturbs the public in its access to the Building.
- i. Carrying firearms, ammunition or other dangerous or deadly weapons, except as permitted under Minn. Stat. Section 609.66, Subd.1g.
- j. Carrying explosives.
- k. Dogs or other animals, except for those used to assist in the physical limitations of a person.
- I. Solicitation and vending, except that fund drives for welfare, health and other community purposes approved by the Building Services Manager and concessions authorized by the Building Services Manager are permitted.
- m. Conduct prohibited by federal, state or local laws or ordinances.

#### 5. The User shall:

- a. Obtain a signed Use Agreement before announcing or conducting a Permitted Use in the Building.
- b. Comply with all applicable state, federal and local laws, codes and ordinances, including permit requirements and fire codes.
- c. Furnish proof of any required licenses and permits, including a liquor license or a food license.
- d. Leave the Building in the condition that it was in prior to the start of the Permitted Use and pay the County \$\_\_\_\_\_ per hour for building use, security, and janitorial services or other standard clean-up items and \$\_\_\_\_\_ per hour for special cleaning services such as floor refinishing or stain removal and/ or other specialized clean-up that may be required as a result of the Permitted Use. The necessity for these services shall be at the sole discretion of the Building Services Manager.
- e. Designate a person or persons responsible for supervising during setup, takedown, cleanup and the duration of the Permitted Use, and for notifying the Building Services Manager when setup begins.
- f. Arrange with the Building Services Manager, before the Permitted Use, for all electrical needs. To avoid damage to floors and carpeting, all cords must be taped with electrical "gaffers tape" or 3M #471 only.
- g. Make arrangements for security during the Permitted Use that are acceptable to the Building Services Manager.
- h. If requested by the Building Services Manager, bring the Permitted Use into compliance with the terms of this Agreement, or vacate the Building, if not brought into compliance.
- 6. The User accepts all responsibility for damages to the Building, and its contents, and for personal injury or death to Permitted Use attendees, Building occupants and visitors, and agrees to defend, indemnify and hold harmless Ramsey County from any liability, damages or costs, including reasonable attorneys fees, as a result of any action, claim, cause of action or judgment, relating to or resulting from the User's Permitted Use.

advance notice as possible. In the event of such cancellation, the County shall have no obligation to provide comparable accommodations nor shall the County be held responsible for any expense or extra expense incurred in relation to the Permitted Use, including but not limited to promotion, relocation or cancellation of the Permitted Use. User By: \_\_\_\_\_ Print Name: Title: Address: \_\_\_\_\_ Telephone: \_\_\_\_\_ Date: \_\_\_\_\_ DO NOT WRITE BELOW THIS LINE - FOR BUILDING SERVICES ONLY\_\_\_\_\_ Insurance approved: Director Approval: Date: Application Approved: \_\_\_\_\_ Application Denied: Reason: \_\_\_\_\_ Assistant Ramsey County Attorney Name: Title: Building Services Manager Date: \_\_\_\_\_\_ Date: \_\_\_\_\_

7. In the event of public need, the Building Services Manager shall have the right to cancel a reservation or Permitted Use. Every attempt will be made to give the User as much

# POLICY AND PROCEDURES FOR USE OF THE ST. PAUL CITY HALL/RAMSEY COUNTY COURTHOUSE BY PUBLIC USERS

#### **POLICY**

It is the policy of the City of St. Paul and Ramsey County, the owners ("Owners") of the City Hall/Courthouse Building ("Building"), to permit the utilization of the Building for Permitted Uses in a safe manner and without disruption in the conduct of city, county and courts business.

#### **PROCEDURES**

#### 1. Use of Building

- a. The Owners reserve the right to enforce reasonable time, place and manner requirements for use of the Building.
- b. Use of the Building for a political purpose, as defined therein, is prohibited by St. Paul Legislative Code section 29.02.
- c. Any unauthorized use of the Building will be considered a trespass and dealt with accordingly.

#### 2. Permitted Use

Permitted Use is an activity that:

- a. is outside the scope of the city, county and courts business; and
- b. is on behalf of a public entity or by a non-profit, civic or charitable organization:
- c. promotes local economic development, civic betterment, or intergovernmental relations;
- d. is sanctioned by the City of St. Paul, Ramsey County or the Second Judicial District.

#### 3. Application

An individual, group or entity ("User") seeking to use the Building shall contact the Building Services Manager not less than twenty (20) business days prior to the proposed date of the use; provided, however, that the Building Services Manager shall have the authority to consider any request which is submitted less than 20 business days prior to the proposed date of the use, at the Building Services Manager's discretion.

#### 4. Approval Requirements

Before a use will be considered, the Building Services Manager must receive a signed Use Agreement and satisfactory documentation of the following:

- a. Liability insurance and other required insurance;
- b. The applicant's status as a public entity, or as a non-profit, civic, or charitable organization;
- c. Security arrangements appropriate for the event; and
- d. Information to establish that the event meets the requirements of Section 2.c.

#### 5. Use Agreement

No use shall be considered a Permitted Use until the Building Services Manager has signed the Use Agreement. The applicant may not use the Property until the Use Agreement has been signed by the Building Services Manager.

## ST. PAUL CITY HALL/RAMSEY COUNTY COURTHOUSE USE AGREEMENT FOR PUBLIC USERS

As represented by the signature below, the User agrees to the terms and conditions stated herein, in relation to the following Permitted Use in the St. Paul City Hall/Ramsey County Courthouse ("Building"):			
User Name:			
Description of Use:			
Date(s) of Use/Time Period:			
Setup: From	AM/PM	To:	AM/PM
Use: From	AM/PM	To:	
Cleanup: From	AM/PM	To:	AM/PM
Location in Building:			
Number expected to attend:			
Security Description:			

#### **TERMS AND CONDITIONS**

- 1. The User shall maintain and keep in force for the duration of the Permitted Use, at a minimum, commercial general liability insurance of \$300,000 per person/\$1,000,000 per occurrence and, if a wine or liquor license is needed, liquor liability insurance. The User will add Ramsey County and the City of St. Paul to the commercial general liability policy as an additional insured with respect to the Permitted Use, including setup, takedown and cleanup. Ramsey County, at its discretion, may require additional insurance of the User or modify the insurance requirements. Proof of insurance shall be submitted along with the signed Use Agreement and is subject to approval by the Ramsey County Attorney's Office.
- If wine or liquor will be served at the Permitted Use, the User will contract with a vendor
  possessing a wine or liquor license, as appropriate. The User's vendor shall carry liquor
  liability insurance and will add the User, Ramsey County, and the City of Saint Paul as an
  additional insured with respect to the Permitted Use, including setup, takedown, and
  cleanup.
- 3. A restaurant providing food for an event, and/or a caterer hired to serve food at the event, must be appropriately licensed for food service by a public health agency. Food may be prepared and served by non-licensed entities only if the event is a potluck, as defined by State law (Minn. Stat. Section 157.22). For clarification, the User should contact the Ramsey County Department of Public Health.
- 4. The following will not be permitted:
  - a. Smoking unless permitted by State law.

- b. Leaning tables, chairs or other items against walls, pillars, busts, portraits or staircases in the Building.
- c. Possession, consumption, serving or sale of intoxicating beverages, wine or beer, unless a wine or liquor license from the City of St. Paul, Department of Safety and Inspections ("DSI") has been obtained.
- d. Sale of goods or services, except as approved by the Building Services Manager.
- e. Attachment of any posters, stickers, signs, banners or other materials to the interior or exterior of the Building without prior approval of the Building Services Manager.
- Moving of any Building furnishings, including but not limited to lamps, busts, and memorials, without prior approval of the Building Services Manager.
- g. Improper disposal of rubbish, spitting, creation of any hazard to persons or property, throwing of articles of any kind from the Building, climbing upon any part of the Building, and the negligent or willful destruction, damage or removal of property or any part of the Building.
- h. Conduct that creates loud or unusual noise, or that obstructs the usual use of entrances, foyers, corridors, offices, elevators, stairways, or that otherwise tends to impede or disturb public employees in the performance of their duties, or that otherwise impedes or disturbs the public in its access to the Building.
- i. Carrying firearms, ammunition or other dangerous or deadly weapons, except as permitted under Minn. Stat. Section 609.66, Subd. 1g (b).
- j. Carrying explosives.k. Dogs or other animals, except for those used to assist in the physical limitations of a
- I. Solicitation and vending, except that fund drives for welfare, health and other community purposes approved by the Building Services Manager and concessions authorized by the Building Services Manager are permitted.
- m. Conduct prohibited by federal, state or local laws or ordinances.

#### 5. The User shall:

- a. Refrain from announcing or conducting a Permitted Use in the Building prior to obtaining a fully executed approved Use Agreement.
- b. Comply with all applicable state, federal and local laws, codes and ordinances, including permit requirements and fire codes.
- c. Furnish proof to the County of any required licenses and permits, including a liquor license or a food license.
- d. Leave the Building in the condition that it was in prior to the start of the Permitted Use and pay the County \$\_\_\_\_\_ per hour for building use, security, and janitorial services or other standard clean-up items and \$\_\_\_\_\_ per hour for special cleaning services such as floor refinishing or stain removal and/ or other specialized clean-up that may be required as a result of the Permitted Use. The necessity for these services shall be at the sole discretion of the Building Services Manager.
- e. Designate a person or persons responsible for supervising during setup, takedown, cleanup and the duration of the Permitted Use, and for notifying the Building Services Manager when setup begins.
- f. Arrange with the Building Services Manager, before the Permitted Use, for all electrical needs. To avoid damage to floors and carpeting, all cords must be taped with electrical "gaffers tape" or 3M #471 only.
- g. Make arrangements for security during the Permitted Use that are acceptable to the Building Services Manager.

- h. If requested by the Building Services Manager, bring the Permitted Use into compliance with the terms of this Use Agreement, or vacate the Building, if not brought into compliance.
- 6. The User's use has been sanctioned by the Mayor of the City of St. Paul, the Ramsey County Manager, or the Chief Judge of the Second Judicial District, or their respective designees, as indicated below:

a.	City of St. Paul  By: Its:
	Date:
b.	Ramsey County By: Its: Date:
C.	Second Judicial District By: Its: Date:

- 7. The User accepts all responsibility for damages to the Building, and its contents, and for personal injury or death to Permitted Use attendees and sponsors, Building occupants and visitors, and agrees to defend, indemnify and hold harmless Ramsey County and the City of St. Paul from any liability, damages or costs, including reasonable attorneys fees, as a result of any action, claim, cause of action or judgment, relating to or resulting from the User's Permitted Use.
- 8. In the event of public need, the Building Services Manager shall have the right to cancel a reservation or Permitted Use. Every attempt will be made to give the User as much advance notice as possible. In the event of such cancellation, neither Ramsey County nor the City of Saint Paul shall have any obligation to provide comparable accommodations nor shall Ramsey County or the City of Saint Paul be held responsible for any expense or extra expense incurred in relation to the Permitted Use, including but not limited to promotion, relocation or cancellation of the Permitted Use.

User	
By:	
Print Name:	
Address:	
Telephone:	
Date:	

ILDING SERVICES ONLY		
Director Approval:		
Date:		
Application Approved:Application Denied:		
Reason:		
Name: Title: Building Services Manager		
Date:		

GUIDELINES FOR USE OF RAMSEY COUNTY PROPERTY BY PUBLIC USERS (EXCLUDING ST. PAUL CITY HALL/RAMSEY COUNTY COURTHOUSE, RAMSEY COUNTY GOVERNMENT CENTER WEST, LIBRARIES, AND LANDMARK CENTER)

#### **GUIDELINES**

#### **Purpose of Guidelines**

These Guidelines are intended to assist Building Services Managers, Property Management staff, and other identified contact persons ("Property Contact") in making decisions regarding the use of Ramsey County Property by members of the public.

#### Definitions.

**Building**: means County-owned real property that is a structure.

**Common Area**: means space in County Buildings, on other County Property, or in leased space used by the County, that is outside a Department's specific work area and that is generally accessible to the public, and department-specific space when not otherwise needed for County Business. Designation of an area in leased space as a Common Area cannot conflict with provisions of the applicable lease agreement.

**County Business**: means activities and events that further the work of the County.

**Permitted Use** is an activity that meets the following criteria:

- a. is outside the scope of County Business; and
- b. must be sponsored by a public entity or by a non-profit, civic, or charitable organization;
- c. promotes local economic development, civic betterment, or intergovernmental relations.

**Property**: means all County-owned real property that is occupied by County Employees and leased space that is occupied by County Employees. County Property does not include the Landmark Center or the Ramsey County Libraries.

#### Guidelines on Use of County Property by Public Users\*\*

- 1. The County reserves the right to enforce reasonable time, place and manner requirements for use of County Property.
- 2. County Property may only be used for a Permitted Use.
- 3. The Permitted Use may not interfere with County Business.
- 4. The Permitted Use must be sponsored by a public entity or by a non-profit, civic, or charitable organization.
- 5. County staff cannot be used to provide services related to the Permitted Use unless the Property Contact determines that providing such services is in the best interests of the County and all arrangements for such services are identified in the signed Use Agreement.

<sup>\*\*</sup>Use is subject to approval of a Use Agreement by the Property Contact. See Attachment A for a list of Property Contacts.

# RAMSEY COUNTY PROPERTY USE AGREEMENT FOR PUBLIC USERS (EXCLUDING ST. PAUL CITY HALL/RAMSEY COUNTY COURTHOUSE, RAMSEY COUNTY GOVERNMENT CENTER EAST, RAMSEY COUNTY GOVERNMENT CENTER WEST, LIBRARIES, AND LANDMARK CENTER)

As represented by the signature below, the User agrees to the terms and conditions stated herein, in relation to the following Permitted Use at the identified Ramsey County real property ("Property"):

User Name: \_\_\_\_\_\_

Description of Use: \_\_\_\_\_\_

Time of Use: From \_\_\_\_\_ AM/PM To \_\_\_\_\_\_ AM/PM

County Property: \_\_\_\_\_\_

Number expected to attend: \_\_\_\_\_\_

Security Description (if applicable): \_\_\_\_\_\_

#### **TERMS AND CONDITIONS**

- 1. The User shall maintain and keep in force for the duration of the Permitted Use, at a minimum, commercial general liability insurance of \$300,000 per person/\$1,000,000 per occurrence and, if a wine or liquor license is needed, liquor liability insurance. The User will add Ramsey County to the commercial general liability policy as an additional insured with respect to the Permitted Use, including setup and takedown. Ramsey County may, at its discretion, require additional insurance of the User or modify the insurance requirements. Proof of insurance shall be submitted along with the signed Use Agreement and is subject to approval by the Ramsey County Attorney's Office.
- 2. If wine or liquor will be served at the Permitted Use, the User will contract with a vendor possessing a wine or liquor license, as appropriate. The User's vendor shall carry liquor liability insurance and will add the User and Ramsey County as an additional insured with respect to the Permitted Use, including setup, takedown, and cleanup.
- 3. A restaurant providing food for an event, and/or a caterer hired to serve food at the event, must be appropriately licensed for food service by a public health agency. Food may be prepared and served by non-licensed entities only if the event is a potluck, as defined by State law (Minn. Stat. Section 157.22). For clarification, the User should contact the Ramsey County Department of Public Health.
- 4. The following will not be permitted:
  - a. Smoking, unless otherwise permitted by state law.
  - b. Leaning tables, chairs or other items against walls, pillars, busts, portraits or staircases.

- c. Possession, consumption, serving or sale of intoxicating beverages, wine or beer, unless a wine or liquor license has been obtained in accordance with Section 2.
- d. Sale of goods or services, except as approved by the Building Services Manager, Property Management staff, or other identified contact persons ("Property Contact").
- e. Attachment of any posters, stickers, signs, banners or other materials to the interior or exterior of any building or other facility located on the County Property without prior approval of the Property Contact.
- f. Moving of any furnishings, including but not limited to lamps, busts, and memorials, without prior approval of the Property Contact.
- g. Improper disposal of rubbish, spitting, creation of any hazard to persons or property, throwing of articles of any kind from the County Property, climbing upon any part of the County Property, and the negligent or willful destruction, damage or removal of property, or any part of the County Property.
- h. Conduct that creates loud or unusual noise, or that obstructs the usual use of entrances, foyers, corridors, offices, elevators, stairways, or otherwise tends to impede or disturb public employees in the performance of their duties, or that otherwise impedes or disturbs the public in its access to the County Property.
- i. Carrying firearms, ammunition or other dangerous or deadly weapons.
- j. Carrying explosives.
- k. Dogs or other animals, except for those used to assist in the physical limitations of a person.
- I. Solicitation and vending, except that fund drives for welfare, health and other community purposes approved by the Property Contact and concessions authorized by the Property Contact are permitted.
- m. Conduct prohibited by federal, state or local laws or ordinances.

#### 5. The User shall:

- a. Obtain a fully executed Use Agreement before announcing or conducting a Permitted Use at the County Property.
- b. Comply with all applicable state, federal and local laws, codes and ordinances, including permit requirements and fire codes.
- c. Furnish proof to the County of any required licenses and permits, including a liquor license or a food license.
- d. Leave the Building in the condition that it was in prior to the start of the Permitted Use and pay the County \$\_\_\_\_\_ per hour for building use, security, and janitorial services or other standard clean-up items and \$\_\_\_\_\_ per hour for special cleaning services such as floor refinishing or stain removal and/ or other specialized clean-up that may be required as a result of the Permitted Use. The necessity for these services shall be at the sole discretion of the Property Contact.
- e. Designate a person or persons responsible for supervising during setup, takedown, cleanup and the duration of the Permitted Use, and for notifying the Property Contact when setup begins.
- f. Arrange with the Property Contact, before the Permitted Use, for all electrical needs. To avoid damage to floors and carpeting, all cords must be taped with electrical "gaffers tape" or 3M #471 only.
- g. Make arrangements for security during the Permitted Use that are acceptable to the Property Contact.
- h. If requested by the Property Contact, bring the Permitted Use into compliance with the terms of this Agreement, or vacate the County Property, if not brought into compliance.

- 6. The User accepts all responsibility for damages to the County Property, and its contents, and for personal injury or death to Permitted Use attendees, occupants of the County Property, and visitors to the County Property, and agrees to defend, indemnify and hold harmless Ramsey County from any liability, damages or costs, including reasonable attorneys fees, as a result of any action, claim, cause of action or judgment, relating to or resulting from the User's Permitted Use.
- 7. In the event of public need, the Property Contact shall have the right to cancel a reservation or Permitted Use. Every attempt will be made to give the User as much advance notice as possible. In the event of such cancellation the County shall have no obligation to provide comparable accommodations nor shall the County be held responsible for any expense or extra expense incurred in relation to the Permitted Use, including but not limited to promotion, relocation or cancellation of the Permitted Use.

By:	
Print Name:	
Title:	
Telephone:	
Date:	-
<b>DO NOT WRITE BELOW THIS LINE-FOR PF</b>	ROPERTY CONTACT ONLY
Insurance approved:	Director Approval:
••	
	Date:
	Application Approved:
	Application Denied:
	Reason:
-	Name:
Assistant Ramsey County Attorney	Property Contact: Building Services
	Manager OR
	Title:
Date:	Date:

User