

MOUNT NORMANDE LAKE BANDSHELL  
RENTAL POLICY  
2016



MOUNT NORMANDE LAKE BANDSHELL  
5901 WEST 84<sup>TH</sup> STREET  
BLOOMINGTON, MN 55437

FOR MORE INFORMATION, CONTACT:

**PARKS AND RECREATION DIVISION**

City of Bloomington  
1800 W. Old Shakopee Road  
Bloomington, MN 55431  
(952) 563-8877  
TTY: (952) 563-8840

# MOUNT NORMANDALE LAKE BANDSHELL RENTAL POLICY

## **A. PRIORITY USAGE**

1. The Normandale Lake Bandshell shall be used primarily for City of Bloomington performing arts programs and special events sponsored by the Parks and Recreation Division. There shall be no fee charged to City sponsored programs, which shall have first rights to schedule the park shelter/band shell for arts performances.
2. On a space available and logistics basis, business or private rental use will be made available.

## **B. EVENTS/ACTIVITIES PERMITTED**

Rental of the Normandale Lake Park Shelter/Bandshell may be used for events as approved by the City Parks and Recreation Division on an individual basis. General event usage may include picnics, weddings or other special celebrations, organization performances or events, and business or family meetings.

## **C. RENTAL FEES**

Rental fees for each year are disclosed on the attached insert. Please refer to the insert for fee information.

## **D. RENTAL FEE INCLUSIONS**

Rental fees paid to the Bandshell include the following use:

1. Exclusive use of the Bandshell facility including the stage, two interior dressing rooms, interior backstage room, interior bathroom, and loading dock area.
2. General use of exterior bathrooms, which must be available to the public.
3. General use of property in front of the Bandshell, for gathering space, in which chairs, tables, or other items may be rented (not city provided) and used on site.
4. Use of sound equipment with operation by City supplied staff only.
5. City staff contact to assist in coordinating facility reservations and to answer questions for your event.
6. At least one on-site City employee during events to assist with facility issues during event.
- 7. Please note that arriving and setting up for events prior to beginning of rental period may result in forfeiting part or all of deposit. No vehicles are allowed on park paths without first checking in with City event staff upon your arrival. Renters who drive vehicles on paths prior to the agreed beginning of the rental period will be charged a minimum of one extra hour's rental fee.**
- 8. Set up and take down activities will require a City staff person being on site.**

## **E. RESERVATIONS AND CANCELLATIONS**

1. Reservations are accepted on a space available basis, and need to be made for the full intended time of the use of the park and bandshell. Reservation times **must include setup and takedown** time.
2. The City reserves the right to deny a reservation if the intended use is deemed not feasible for existing City resources.
3. Reservations are not official until the receipt of the deposit by the City.
4. The rental fee is due and payable to the Park and Recreation Division no later than 14 days prior to the reservation date. If the rental fee is not received by 14 days from the date of reservation, the reservation may be cancelled.
5. Reservation fees are not refundable if a cancellation is made less than 14 days prior to the use date.
6. A cancellation fee of half the amount of the rental, or \$200 (whichever is less) will be retained for all cancellations made 14-30 days in advance of the use date.

7. A cancellation fee of \$50 will be assessed for cancellations made more than 30 days in advance of the use date.

If arrangements must be changed or cancelled, contact Parks and Recreation Division at 952-563-8877.

#### **F. RESERVATION/DAMAGE DEPOSIT**

1. The Reservation/Damage deposit is required for each rental and will be due at the time the reservation is made. Reservations will not be considered official until the deposit is received by the City.
2. The deposit will be refunded within two weeks after the event if no problems were incurred. If the facility rental policies are not met, a deduction for the estimated labor or damage costs will be made from the original deposit. The remaining balance will be returned to the renter with a receipt for the costs.
3. If additional damage is incurred to the facility or site beyond the damage/cleaning deposit amount, the City will assess the amount of damage incurred and will forward damage costs to the responsible individual, organization, and party responsible.

#### **G. RENTAL EQUIPMENT AND DELIVERY/PICK-UP**

1. All equipment (rental or not) including tables, chairs, linens, dishes, and decorations must be delivered and picked up during your rental period.
2. Upon a space-available basis, space inside the Bandshell may be rented for storage of supplies or equipment related to an event. In the event space is available for supplies prior to an event, all supplies or equipment will be stored at your own risk. The City will not be responsible for damage or theft of stored items. A maximum of one appointment may be made with the City for delivery and storage of these items. (Refer to the Rental Fee insert for this service fee.)
3. You are responsible for any delivery charges, and for informing all deliverers of our policies. The City is NOT responsible for rental items. The renter is responsible for set-up and removal of all equipment and supplies brought in for the event.

#### **H. FOOD SERVING GUIDELINES**

There are no kitchen facilities at this facility. You are welcome to use the catering service of your choice. All caterers must contact the City of Bloomington Licensing Division to ascertain City Code requirements for serving of food to the public in Bloomington. A determination will be made as to whether your event is public or private and whether a food license is necessary.

#### **I. ALCOHOLIC BEVERAGE POLICY**

1. You are responsible for adhering to the City of Bloomington's local laws governing the consumption of alcoholic beverages.
2. As this site is a designated picnic area, no alcoholic beverages are allowed, with the exception of **3.2% malt liquor (beer)**. In the event malt liquor will be sold at your event, a valid, special event license must be obtained under City Code Section 13.02.01, subdivision 3 under Article III Parks and Playgrounds.
3. No glass bottles are allowed on the site.
4. You must inform the City if you will have any 3.2 beer at your event at least 10 days in advance, as City Police will be notified and you **will be required to have a uniformed Police officer** during the event. This is an additional cost will be paid directly by you to the City of Bloomington Police Department at least 14 days prior to the event. Events at which alcohol will be sold or allowed may be subject to a higher damage deposit and Police presence, as determined by the City.

## **J. TENTS**

1. Tents are allowed on the grounds but necessitate a CONDITIONAL USE PERMIT which must be applied for at the City of Bloomington's Building and Inspection Department.
2. All requirements for application for a tent permit must be met and regulations followed, including provision for fire extinguisher(s).
3. NO STAKED TENTS WILL BE ALLOWED, due to electrical and irrigation lines. ONLY FREE STANDING TENTS WITH WEIGHTS WILL BE PERMITTED.
4. The City is NOT responsible for the tent, or items set-up under or around the tent.

## **K. DECORATIONS AND CANDLES**

1. You are welcome to use the florist or decorator of your choice.
2. All decorating needs to be scheduled during your rental times.
3. No decorations may be attached to the walls or on the facility.
4. No masking or other tape may be used on the facility nor may nails be used.
5. You need to arrange to have containers to hold your floras.
6. We allow candles on all banquet and serving tables if the flame is covered.
7. Candelabras for wedding ceremonies must be metal-covered candles.
8. All decorations must be removed at the end of your rental time.

If you are concerned about something you'd like to have out on the site, please check with the City to determine whether or not it will be allowed.

## **L. MUSIC AND DANCING**

1. We do not allow general dancing on the Bandshell stage floor. The stage is designed for performing arts, dance, and theater groups who have rehearsed productions only. The stage is an elevated floor without guard rails, therefore not allowed for general dancing purposes. Dancing may occur on the cement area below the stage or on the grounds.
2. We will allow both live and taped music. Electricity is provided on the bandshell. All City Code requirements for outdoor music must be followed and City staff will monitor sound to ensure the noise ordinance is strictly enforced.

## **M. SOUND EQUIPMENT**

1. Rental parties are not allowed to operate City property, including sound equipment or lighting.
2. When hiring a DJ, they must provide their own complete sound system for your event. A City employee will be on site during the event to ensure that any City sound requirements are being met. Any hired group or individual is expected to comply with any requests from the City employee.
3. If renting sound equipment at the Bandshell, a staff technician will operate all equipment. You will complete a technical information sheet stating your needs for the event.

## **N. SPECIAL EVENT DATA FORM**

A special event data form will be included in the mail with your agreement to use the facility. Please complete and mail in as soon as possible, or no later than 30 days prior to your event. We will use this to determine additional steps that may be necessary for permits or security at your event. You should include final plans for food, beverage, decorations, entertainment or sound needs, and delivery information.

## **O. CLEANING UP**

1. Rental party is responsible for removal of everything brought to the site and for cleaning up the facility and the grounds, including garbage and litter placed into provided trash bins.
2. If the facility and grounds are not sufficiently cleaned, we will deduct our labor costs from your damage deposit.
3. The City will be responsible for providing staff to ensure the facility space is clean before your rental period. If it is not, please contact the staff on duty.
4. Several trash and recycling containers will be available for your use, but in cases where rental events may be too large for this capacity, the City will require the rental of an additional trash dumpster at cost to you. The City will coordinate the dumpster rental and this will be added as a charge to you payable prior to the event day.
5. In the event that additional portable toilets are deemed necessary, the City will arrange for them at a per-unit cost that will be added as a charge to you payable prior to the event day.

## **P. EVENT STAFF**

The City of Bloomington is pleased to assist you with facility or ground related questions and will do their best to take care of your inquiries. The staff on-site at the event are specifically there to help you with technical needs such as lighting or facility issues only, and are not to be asked to fulfill duties such as an event coordinator, DJ, or janitor.

## **Q. PARKING**

The lot along 84<sup>th</sup> Street on park property accommodates 60 parking spaces. The parking lot on Chalet Road (to the west of the band shell/park shelter) will accommodate 200+ vehicles. There is a moderate walk from the Chalet Road lot to the bandshell. Partially exclusive use of these lots may be obtained for an additional fee, but they are not included in the bandshell rental fee. (Please see fee schedule for details).

## **R. DESIGNATED PARKING FOR DISABLED PERSONS**

Parking for persons with disabilities will be permitted in the parking lot on 84<sup>th</sup> Street.

## **S. WEATHER**

1. In the event that lightning, heavy rains, or severe weather warnings are present, the rental event may be postponed or cancelled by City staff. Event staff have the authority to cancel the event on site due to severe weather conditions. Weather conditions, such as heavy rains, can permanently damage equipment or turf, and can be dangerous to attendees as well.
2. Upon availability, City cancelled events may be rescheduled **in the same year** at no additional charge. However, if a date agreeable by both parties is not available, the event will not be rescheduled. A \$50 cancellation fee may be payable to the City in this instance.
3. Rental events should be planned to occur rain or shine—the City will only cancel or postpone events due to severe or dangerous weather. Event cancellation by the City is extremely rare. Event cancellation by the renter for reasons other than in conjunction with a City agreed upon severe weather cancellation will result in no refund.
4. Events that have already begun and receive rain or severe weather after they have already started will not be subject to any refunds or rescheduling.

## **T. CITY POLICIES AND REGULATIONS**

The Applicant agrees and understands that the use of this City property is conditioned upon compliance with all of the terms and regulations set forth in the Facility Use Regulations, the City's policies prohibiting sexual harassment, firearms, unlawful discrimination and smoking, as well as all other reasonable City rules and policies regulating the behavior of persons on City Property. The Applicant agrees to post signage prohibiting firearms that complies with the requirements of Minn. Stat. §624.714, subd. 17, at every entrance to the property under the Applicant's temporary control for the duration of the Applicant's use. The Applicant agrees to require each of his or her agents, guests and employees to abide by these rules, regulations and policies while present on the property and understands that a violation thereof will result in the immediate termination of the activity or event without refund.

#### **U. FIREARMS**

1. The City of Bloomington hereby conditions private use of City property on compliance with its Firearms Policy. No Firearms are allowed on the premises except by sworn Minnesota peace officers.
2. Facility users must post signs meeting the requirements of state law prohibiting firearms at all entrances to the property for the duration of the use. Signs are available for use upon request. Violation of this policy will result in immediate termination of the activity or event without refund.

THE USE OF THIS FACILITY WILL UP TO THE SOLE DISCRETION OF CITY OF BLOOMINGTON STAFF, INCONSIDERATION OF A VARIETY OF FACTORS THAT MAY AFFECT THE USAGE OF THIS FACILITY AND INCONSIDERATION OF THE MASTER PARK PLAN PROVISIONS FOR THE NORMANDE LAKE PARK ELEMENT OF THE HYLAND-BUSH-ANDERSON REGIONAL PARK, A PART OF THE METROPOLITAN COUNCIL'S GREATER REGIONAL PARK SYSTEM IN THE SEVEN COUNTY METROPOLITAN AREA.

UTMOST PRUDENCE WILL BE EXERCISED IN DETERMINING THE USAGE OF THIS FACILITY. WE WILL BE CIRCUMSPECT IN OUR ACTIONS AND IN OUR MANAGEMENT OF THE PARK SHELTER/BAND SHELL. THE CITY OF BLOOMINGTON RESERVES THE RIGHT TO CANCEL OR DENY RENTAL USE OF THE FACILITY IF CONDITIONS MERIT.

The City of Bloomington does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its services, programs, or activities. Upon request, accommodation will be provided to allow individuals with disabilities to participate in all City of Bloomington services, programs, and activities. The City has designated coordinators to facilitate compliance with the Americans with Disabilities Act of 1990 (ADA), as required by Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973 as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations. For information, contact the Human Services Division, City of Bloomington, 1800 West Old Shakopee Rd., Bloomington, MN, 55431-3027; 952-563-8877 (voice); 952-563-8740 (TTY). Upon request, this information can be made available in Braille, large print, audio tape, and/or computer disk.