

ROCKSBURY TOWN HALL RENTAL AGREEMENT

The Rocksbury Town Board hereby adopts the following rental policy for the Town Hall.

1. **Definitions.** For the purposes of this policy, the following terms shall have the meaning given them in this section.

- a. **Alcohol.** "Alcohol" means wine, beer, liquor, and any other beverage containing more than one-half of one percent alcohol by volume.
- b. **Event.** "Event" means the entire period for which a Renter has rented the Hall, including any permitted set-up or clean-up periods.
- c. **Event Coordinator.** Person designated by the Town to schedule, give access to, and inspect the Town Hall before and after an event.
- d. **Grounds.** "Grounds" means the land immediately adjacent to and surrounding the Hall that is owned or leased by the Town.
- e. **Guests.** "Guests" means those who attend the Event.
- f. **Hall.** "Hall" means the Rocksbury Township Hall building. A/k/a Val Hall.
- g. **Rental Application.** "Rental Application" form developed by the Town to be completed and submitted to the Town by proposed Renters to seek permission to rent the Hall.
- h. **Rental Request.** "Rental Request" means the submission of a completed Rental Application by a proposed Renter seeking permission from the Town to rent the Hall.
- i. **Renter.** "Renter" means the person, corporation, or entity that submits a Rental Application to rent the Hall.
- j. **Town.** "Town" means Rocksbury Township, Pennington County, Minnesota and any references to actions or approvals by the Town are to its Town Board of supervisors.
- k. **Town Board.** "Town Board" means the Board of Supervisors of Rocksbury Township.

2. **Renters Bound by Policy.** Rental of the Hall constitutes Renter's acceptance of the terms and conditions of this policy. The Renter assumes full responsibility for any damage caused in connection with the Event and for the actions of those who attend the Event. If a corporation or entity is renting the Hall, an officer or agent of the corporation or entity must be designated on the application as the responsible person for the rental; though doing so does not limit the liability of the corporation or entity for the rental or what occurs during the Event. If an individual is the Renter, that person will be designated the responsible person for that rental.

3. **Rental Request.**

- a. **Process.** All rental requests are made on the application form attached at the end of this form and delivered to the Event Coordinator for the Town. All rental requests must be made 14 days prior to the event. The Event Coordinator will then notify the applicant whether the request is approved. All approvals are conditioned upon payment of all application fees and damage deposits and/or any additional requirement put forth by the Town.
- b. **Rental hours:** The rental hours for a particular Event shall be as indicated on the Rental Application and approved by the Town. The Town may approve additional hours for set up and clean up after an Event. The Renter and all attendees must vacate the Hall by the end of the rental hours, unless the Town has approved additional hours to clean up after an Event.

c. **Sublet or Transfer:** A Renter may not sublet the Hall, nor may the application or rental privileges be transferred or assigned.

d. **Cancellation.** Approved rental requests may be cancelled as provided in this section. Application fees are non-refundable and will not be returned if a rental request is cancelled.

- i. **By Town.** The Town may cancel any approved rental request in any of the following circumstances: (1) at any time if the Renter fails to comply with any conditions imposed by the Town on the rental including, but not limited to, failing to file the required damage deposit within the time set, failing to pay the rental fee in full by the time set, failing to provide for security by a law enforcement when required; (2) for any reason if the Town provides notice of cancellation to the Renter at least 30 days before the Event; or (3) at any time for reasons beyond the Town's control, such as in cases of emergency, unsafe environmental or health conditions, or the interruption of utility services. If the Town cancels a rental request after it has been approved, except for Renter's failure to provide payment, proof of insurance, or to comply with any other conditions imposed on the request within the time set, it will return any rental fees and damage deposit paid by the Renter. Renter acknowledges and agrees that the Town shall not be liable for any claims of disruption, loss, or damages resulting from the Town's cancellation of a rental request as provided in this section.
- ii. **By Renter.** A Renter may cancel a rental request up to 14 days before the Event. The Town will return any rental fees and damage deposit paid by the Renter. A Renter canceling a rental request within 14 days of the Event forfeits all rental fees paid the Town, but the Town will return the damage deposit if one was paid.

4. **Rental Fees and Damage Deposit.** The following rental fees and damage deposit apply to the rental of the Hall and must be paid to the Town at least *14 days* before the Event. Any unused portion of the damage deposit will be returned to the Renter within *21 days* after the day of the Event.

- a. **Application Fee.** All applications requesting rental of the Hall must be accompanied by a non-refundable application fee in the amount of \$30.
- b. **Resident Fees.** Resident fees apply to Renters who are residents of the Township on the date of the Event. If a corporation or organization is renting the Hall, it will only be considered a resident if a majority of its officers or members are residents of the Town.
- c. **Non-Resident Fees.** Non-resident fees apply to Renters who are not residents of the Township as of the date of the Event.
- d. **Damage Deposit.** The Town may require a Renter to post a damage deposit with the Town at least 14 days before the date of the Event. The Renter is responsible for all damages caused to the Hall or Grounds during the Event. The Town Board may deduct from the damage deposit any repair and cleanup costs to return the Hall to the same condition it was prior to the rental. Any unused portion of a damage deposit will be returned to the Renter within *21 days* of the day of the rental. If a damage deposit was not collected, or if the costs to clean and repair the Hall exceed the amount of the damage deposit posted, the Renter shall be responsible for reimbursing the Town for all costs incurred to clean and repair the Hall, including all collection costs. The Town will provide the Renter a bill containing an itemized list of the costs incurred to clean and repair the Hall that is due and payable upon receipt.

5. **Use of the Hall.** The Renter and Guests must comply with the following.

- a. **Food Service.** No food, grease, oils, food by products or other inappropriate substances can be deposited in the Hall's plumbing system whether through the kitchen sink, bathroom facilities or otherwise. After use of the kitchen, it must be cleaned and left in good order.

b. **Set-Up and Decorations.** The Town may allow the Renter to enter the Hall before the rental hours in order to set-up or decorate for the Event. Decorations may not be affixed to the Hall in any way that damages the Hall. Confetti, birdseed, rice, or other like items are prohibited. All decorations, supplies and property of the Renter must be removed by the end of rental hours unless additional time has been approved by the Town.

c. **Sound Levels.** Sound levels must be controlled so as to not cause damage to the Hall or to unreasonably disturb neighbors.

d. **Disorderly Conduct.** Disorderly conduct of any kind is prohibited and any persons engaging in disorderly conduct are subject to being ejected. The Renter shall be solely responsible for supervising the conduct of those who attend the Event and is financially responsible for any damages caused.

e. **Alcohol.** No liquor, wine, or beer shall be sold or otherwise exchanged for compensation in connection with the use of the Hall. If alcohol is to be consumed, the Renter must indicate that fact on the Rental Application. The Town may require the Renter to hire a licensed law enforcement officer, at the Renter's expense, to provide security for the event. No person's under the legal drinking age shall be permitted to consume alcohol at the Event.

f. **Security.** The Town may require the Renter to have a licensed law enforcement officer present during the Event to provide security and to help enforce the provisions of this policy. The Renter will be responsible for making all arrangements to secure the services of a licensed law enforcement officer, paying for the service, and for providing the person a copy of this policy.

g. **Gambling.** Gambling of any nature or manner is prohibited.

h. **Smoking.** The Hall is a smoke-free building and smoking of any kind is prohibited in the Hall and within *30 feet* of the Hall.

i. **Parking.** Guests may not park on the lawn or in any way that causes damage to the Grounds or that interferes with traffic or safety.

j. **Charging Admission.** The Renter may not charge admission unless approved by the Town.

k. **Safety.**

i. No furniture, decorations, or other items may be placed in such a way as to block the exits.

ii. The Renter is responsible for assuring the Hall does not become overcrowded.

iii. No open flames, sparklers, or any fireworks are permitted in the Hall or on the Grounds.

l. **Clean-Up.** The Renter is responsible for cleaning the Hall and must return the Hall to at least the same condition it was in before the rental. This includes removal of all garbage.

6. **Assumption of Responsibility.** The Renter assumes full responsibility for the appropriate conduct of all the group members and Guests at the Hall during rental hours. The Renter also assumes full responsibility for any loss, breakage, or damage caused to the Hall, the Hall contents, or to the Grounds. The Town is not liable for any loss, damage, injury, or illness suffered during the use of the Hall by the Renter or the guests. The Town is not responsible for any items that are left at the Hall by the Renter or the guests.

7. **Indemnification.** The Renter agrees to defend, indemnify, and hold harmless the Town, its officers, agents, and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney fees which the Town, its officers, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the Renter or Guests.

8. **Insurance.** The Renter may be required to provide proof of liability insurance before the Event proving coverage in an amount determined by the Town. If proof of insurance is required, the Renter must deliver the proof to the Town at least 7 days before the Event. Failure to provide proof of insurance as required by the Town will void the rental request and any approvals given by the Town.

9. **Legal Compliance.** The Renter shall comply with any and all federal, state, and Town rules, regulations, policies and guidelines for the use of indoor and outdoor facilities, including those related to Covid-19.

10. **Waiver and Release.** The Renter understands the risks that the use of the Hall and grounds may involve the risk of injury, loss, or damage to the Renter, Guests and third parties. The Renter acknowledges that such risks may include, but are not limited to, bodily injury, personal injury, sickness, disease, including exposure to COVID-19, death, and property loss or damage. The Renter expressly assumes the potential risk for the above to the Renter, Guests, or any third party arising from the use of the Hall and its grounds.

Adopted this _____ day of _____, 2021.

BY THE TOWN BOARD

SCHEDULE OF RENTAL FEES – without kitchen use

	<u>RESIDENT</u>	<u>NON-RESIDENT</u>
APPLICATION FEE	\$30	\$30
DAILY RENTAL FEE	\$100	\$200
DAMAGE DEPOSIT	\$250	\$250
WEDDING		
APPLICATION FEE	\$60	\$60
RENTAL FEE	\$500	\$750
DAMAGE DEPOSIT	\$250	\$250

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RENTAL FEES AND DAMAGE DEPOSITS SHOULD BE TWO SEPARATE CHECKS. DAMAGE DEPOSIT CHECK WILL BE RETURNED TO YOU PROVIDING THERE ARE NO POST EVENT INSPECTION CHARGES.