

BROCKWAY TOWNSHIP
43710 85th Avenue North,
Rice, Minnesota 56367

TOWN HALL RENTAL POLICY

The Town Board of Supervisors for the Town of Brockway hereby adopts the following as the rental policy for the rental of the Brockway Township Hall located at 43710 85th Avenue North, Rice, MN 56367.

Section One. Definitions

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

1. **Alcohol.** Means wine, beer, liquor, and any other beverage containing more than one-half of one percent alcohol by volume.
2. **Event.** Means the entire period for which a Renter has rented the Hall, including any permitted set-up or clean-up periods.
3. **Grounds.** Means the land immediately adjacent to and surrounding the Hall that is owned or leased by the Town.
4. **Guests.** Means those who attend the Event.
5. **Hall.** Means the Brockway Township Hall building and grounds located at 43710 85th Avenue North, Rice, MN 56367.
6. **Non-Resident.** Means a person(s), corporation(s), or entity that does not live or own property within Brockway Township.
7. **Rental Application.** Means the form developed by the Town to be completed and submitted to the Town by proposed Renters to seek permission to rent the Hall.
8. **Rental Request.** Means the submission of a completed Rental Application by a proposed Renter seeking permission from the Town to rent the Hall.
9. **Renter.** Means the person, corporation, or entity that submits a Rental Application to rent the Hall.
10. **Resident.** Means the person(s), corporation, or entity that lives or owns property within Brockway Township.
11. **Town.** Means Brockway Township, Stearns County, State of Minnesota and any references to actions or approvals by the Town are to its Town Board of Supervisors.

BROCKWAY TOWNSHIP
43710 85th Avenue North,
Rice, Minnesota 56367

Section Two. 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.

Section Three. Rental Request

The following process will be followed for a rental request:

1. Process.

All rental requests must be made on the application form provided by the Town and shall be delivered to the Town Clerk. All rental requests must be made at least forty (40) days before the proposed Event unless a specific exception is approved by the Town Board of Supervisors. When a completed Rental Application is received, the Town will notify the Renter of whether the request is approved. All approvals are subject to and conditioned upon the following: the payment of all required rental fees and a damage deposit; any modifications, limitations, or additional requirements indicated on the Rental Application; execution by the Renter of a Rental Agreement waiving any Township responsibility or liability and agreeing to pay any and all costs or expenses incurred by the Town as a result of the Event, compliance with all the provisions of this policy and any other applicable rules or regulations.

2. Rental Hours.

The rental hours for a particular Event shall be as indicated by the Town on the Rental Application form and provided by the Town. The Town may approve additional hours to set-up for, and clean-up after the Event. A key for the facility will be provided by a designated representative of the Town and must be returned immediately after the Event as directed by the representative. The Renter and all attendees must vacate the Hall by the end of the rental hours; except that the Town may approve specific additional hours a Renter may use to clean the Hall after the Event.

3. Sublet or Transfer.

A Renter may not sublet the Hall, nor may the application or rental privileges be transferred or assigned.

4. 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.

BROCKWAY TOWNSHIP
43710 85th Avenue North,
Rice, Minnesota 56367

A. 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 requires;
- (2) For any reason if the Town provides notice of cancellation to the Renter at least thirty (30) days before the Event; or
- (3) In the event that the Town determines, at its sole discretion, that the Event will include or does include illegal behavior or products, or in the Event, as actually implemented, will endanger the safety, health or welfare of the participants or others, and
- (4) 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.

B. By Renter.

A Renter may cancel a Rental Request up to fourteen (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 with fourteen (14) of the Event forfeits all rental fees paid the Town, but the Town will return the damage deposit if one was paid.

Section Four. Limitation on Use.

The Hall may only be used for Events sponsored by local organizations or non-profits that have as their primary function service to local residents. The Town Board of Supervisors will establish a list of organizations and non-profit organizations which may use the Hall. Any local organization or non-profit organization that desires to be included on the list may request in writing that the Town Board add its name to the list. Non-Residents may only use the Hall upon vote of the Town Board and completion and approval of an Application and the necessary required insurances.

Section Five. 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 *fourteen (14) days* before the Event. Rental fees are not

BROCKWAY TOWNSHIP
43710 85th Avenue North,
Rice, Minnesota 56367

refundable, except that any unused portion of the damage deposit will be returned to the Renter within twenty-one (21) days after the day of the Event.

1. **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 of a majority of its officers or members are residents of the Town.

2. **Non-Resident Fees.** Non-Resident fees apply to Renters who are not residents of the Township as of the date of the Event. Non-Residents may only use the Hall upon vote of the Town Board and completion and approval of an Application and the necessary required insurances.

3. **Damage Deposit.** The Town may require a Renter to post a damage deposit with the Town at least fourteen (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 clean-up costs required to return the Hall to the same condition it was prior to the rental. Any unused portion of a damage deposit which 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 the Town incurs to clean and repair the Hall, including all waste 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.

Fee Type	Residents	Non-Residents
Rental Fee	\$ 25.00	\$ 250.00
Damage Deposit	\$ 100.00	\$ 100.00
Non-Profit Organizations	\$ 25.00	\$ 100.00
Profit Organizations	\$ 125.00	\$ 250.00

Section Six. Use of the Town Hall

The Renter and Guests must comply with all of the following:

1. **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 is prohibited.

2. **Sound Levels.**

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

BROCKWAY TOWNSHIP
43710 85th Avenue North,
Rice, Minnesota 56367

3. 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.

4. 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 Renter shall agree in writing to fully indemnify and hold harmless the Township from any claim or cause of action of whatever nature related to the provision of Alcohol at an Event and any occurrence resulting from said provision of alcohol at the Event.

5. Security.

The Town may, at its discretion, 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.

6. Gambling.

Gambling of any nature or manner is prohibited.

7. Smoking.

The Town Hall is a smoke-free building and smoking of any kind is prohibited in the Hall and within thirty (30) feet of the Hall.

8. Parking.

Guests may not park on the lawn or in anyway that causes damage to the Grounds or that interferes with traffic or safety.

9. Charging Admission.

The Renter may not charge admission for the Event unless approved by the Town Board of Supervisors.

10. Safety.

- A. No furniture, decorations, or other items may be placed in such a way as to Block the exits.
- B. The Renter is responsible for assuring the Hall does not become overcrowded. Currently, the Hall is rated for one-hundred (100) occupants.

BROCKWAY TOWNSHIP
43710 85th Avenue North,
Rice, Minnesota 56367

C. Open flames, sparklers, or any fireworks are not permitted in the Hall or Grounds.

11. 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.

Section Seven. 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.

Section Eight. Indemnification

The Renter agrees to defend, fully 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, failure to act, or omission of the Renter or Guests.

Section Nine. Insurance

The Renter shall be required to provide proof of liability insurance before the Event proving coverage in an amount acceptable to the Town. If proof of insurance is require, the Renter must deliver the proof to the Town at least seven (7) days before the Event. Failure to provide adequate proof of insurance as required by the Town will void the Rental Request and any approvals given by the Town.

Adopted this 7th day of March, 2007

Attest:

/s/ Debra Determan, Clerk
Brockway Township

/s/ Joe Lyon, Chairman
Brockway Township