

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

TOWN HALL USE PERMIT AND RENTAL AGREEMENT

1. General Conditions

The following general conditions are to be met:

- a. Reservations are to be contracted for by the individual with full responsibility (Applicant).
- b. No reservations can be made without a damage deposit non-refundable deposit.
- c. Damage deposit is not refundable unless the hall can be rented for the same date.
- d. Total rental fees are due fourteen (14) days in advance of the event and are not refundable unless the hall can be rented for the same date.
- e. 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 Applicant and all attendees must vacate the Hall by the end of the rental hours.
- f. The Brockway Community Center occupant load is 100 people. Use of the Town Hall prior to the date of rental for setting up, decorating, etc. may be done only by approval of authorized Township Staff. Absolutely no alcoholic beverages allowed.

2. Town Hall is a Smoke Free Building

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.

3. Supervision Responsibilities

It is the Applicants responsibility to set up tables and chairs, arrangements can be made with the Township. Clean off tables and chairs and put away. **ALL GARBAGE IS TO BE REMOVED FROM THE BUILDING.** If not done, the cost of removal will be deducted from the damage deposit. If the building or any equipment is damaged, the cost of repair shall be charged to the Applicant.

When using kitchen facilities, coffee makers and servers are available. The Applicant or caterer shall provide dinner plates, cups, silverware, serving dishes, linens, towels, dish soap, etc. Absolutely no coffee makers, servers, tables, chairs, etc. may be removed from the building. If any such items are removed, the cost of same shall be charged to the Applicant.

No adhesive tape, tacks or nails are allowed on any walls, ceilings or other painted and/or varnished surfaces. Table decorations are allowed. If walls or ceilings are damaged by the placement of decorations a charge shall be deducted from the damage deposit.

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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

4. 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.

5. 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 and all claims or cause of actions of whatever nature related to the provision of Alcohol at an Event and any and all occurrences resulting from said provision of alcohol at the Event. If the function is a private gathering and alcoholic beverages are served Applicant agrees that there shall be no sales, either direct or indirect, at said function. Applicant further agrees that in no case will he sell or furnish alcohol to persons under 21 years of age.

The Township reserves the right, at its sole discretion, to deny any Applicant the right to distribute or consume alcohol on the premises. Further, the Township reserves the right, at any time and at its sole discretion, to prohibit Applicant from further distribution or consumption of alcohol at any Event.

6. Hours

The music and serving of liquor is to be stopped by 11:45 PM. The premises are to be vacated in an orderly manner by 1:00 AM.

7. Assumption of Responsibility

Applicant agrees to abide by all of the above terms and conditions. It is specifically understood that upon violation of any of those terms and conditions as set forth above, the Township may, at its discretion, terminate this agreement and permit and may at any time terminate the function if the Applicant fails to control the actions of those at the function so as to maintain reasonable order or allows the terms and conditions of this agreement to be violated.

8. 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.

9. Indemnification

The Applicant agrees to fully indemnify and hold harmless the Township and its officers, employees, contractors or agents from any and all claims, demands, costs, damages,

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losses, actions, causes of action or judgments of any nature arising out of use of the premises and all related costs and disbursements, including reasonable attorney's fees. Further, Applicant agrees to fully indemnify and hold harmless the Township and its officers, employees, contractors or agents, from any and all claims, demands, costs, damages, losses, actions, causes of action or judgments arising out of the dispensation of use of alcoholic beverages on the premises and all costs and disbursements, including reasonable attorney's fees.

10. **Payment.** The Applicant is responsible to pay for any clean up costs or damage in excess of the damage deposit. Applicant shall promptly pay these costs within thirty days of receipt of billing. In the event that the Township is required to take action to collect any unpaid amounts, Applicant shall be responsible for all costs incurred by Township in collection, including Attorneys' fees.

11. **Designation.** The Township may designate any person to serve as the liaison with Applicant. Any person so designated shall have full authority to enforce the terms and conditions of this Permit and Agreement.

I have received, read, understand and agree to abide by the terms of the Brockway Town Hall Policy, and this Agreement.

APPLICANT SIGNATURE _____ DATE _____

ADDRESS _____

PHONE: WK: _____ HM: _____

RENTAL DATE _____

BY: _____

DATED: _____

Attachments:
Town Hall Policy
Rental Application