

# Hobart Township Hall Rental Policy

The Town Board hereby adopts the following as the rental policy of the Hobart Township 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 renter has rented the hall, including any permitted set-up and clean-up periods.
  - c. **Grounds** - - "Grounds" means the land on which the Hobart Township Hall is situated and the land immediately adjacent to and surrounding the hall that is owned by the town.
  - d. **Guests** - - "Guests" means those who attend the Event.
  - e. **Hall** - - "Hall" means the Hobart Township Hall Building located at 49046 370<sup>th</sup> Avenue, Frazee, MN 56544.
  - f. **Rental Application** - - "Rental Application" means the form developed by Town to be completed and submitted to the Town by proposed Renters to seek permission to rent the Hall.
  - g. **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.
  - h. **Renter** - - "Renter" means the person, corporation or other entity that submits a Rental Application to rent the Hall.
  - i- **Town** - - "Town" means Hobart Township, Otter Tail County, Minnesota and any references to actions or approvals by the Town are to its Town Board of Supervisors.
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 other 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.

### 3. Rental Request

- a. **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 **90 days** before the proposed event unless waived by the Town Board. 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 payment of all required rental fees and a damage deposit; any modifications, limitations, or additional requirements indicated on the Rental Application; and compliance with all provisions of this policy and any other applicable rules or regulations.
- b. **Laws/Ordinances** - - All renters and guests are subject to, and must comply with all local, county, state and federal statutes, ordinances, laws, rules or other regulations.
- c. **Rental Hours** - - The rental hours for a particular Event shall be indicated by the Town on the Rental Application form and approved by the Town. The Town may approve additional hours to set-up before and clean-up after the Event. 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.
- d. **Sublet or Transfer** - - A Renter may not sublet the Hall, nor may the Application or rental privileges be transferred or assigned.
- e. **Cancellation** -- Approved rental requests may be cancelled as follows:
  - 1) **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 pay the required damage deposit within the time as provided for herein or in any other respect; (2) for any reason if the Town provides notice of cancellation to the Renter at least **60 days** before the Event; or (3) at any time for reasons beyond the Town's control, including, but not limited to cases of emergency, unsafe environmental or health conditions, the interruption of utility services, or any other act of God. If the Town cancels a rental request after it has been approved (except for the Renter's failure to provide payment or to comply with any other conditions imposed on the request within the time set) it will return any damage deposit paid by the Renter. The 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.
  - 2) **By Renter.** A Renter shall give notice of the Renter's cancellation of a rental request at **14 days** prior to the event. The Town will return any damage deposit paid by the Renter if the Renter gives the requisite notice as provided herein. If a Renter cancels a rental request less than **14 days** prior to the event, then the Renter may forfeit any damage deposit paid at the Town's discretion.

4. **Damage Deposit.** The following damage deposit requirements apply to the rental of the Hall and must be paid to the Town at least **30 days** before the Event. Any unused portion of the damage deposit will be returned to the renter within **45 days** of the date of the Event. Checks will be cashed immediately upon receipt. The Town requires the Renter to post a damage deposit with the Town when the rental application is submitted. The Renter is responsible for all damages caused to the Hall or Grounds during the Event. The Town may deduct from the damage deposit any repair and clean up costs it incurs to return the Hall to the same condition it was in prior to the event. If the costs to clean and repair the Hall exceed the amount of the damage deposit, the Renter shall be responsible for reimbursing the Town for all costs that the Town incurs to clean and repair the Hall, including but not limited to, all collection costs, attorney's fees and any other costs. The Town will provide the Renter a bill containing an itemized list of the costs incurred to clean and repair the Hall. Said bill will be due and payable upon receipt by the Renter.

- a. **Fee** -- No fee will be charged to a resident living in the Town nor to any owner of real property in the Town for the use of the Hall.
- b. **Damage/Cleaning Deposit** -- \$100.00 will be required and returned when the Hall has been cleaned and inspected by a member of the Town Board or its designee. Failure to adequately clean the Hall will result in a partial or full forfeiture of the deposit as determined by the Town's discretion.

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

- a. **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, inside or outside, of the Hall. Decorations shall be limited to the tables. Signs may be set up on easels provided by the renter. The following items are prohibited: Birdseed and Rice.
- b. **Sound Levels** -- Sound levels must be controlled so as not to cause damage to the Hall or to unreasonably disturb neighbors.
- c. **Disorderly Conduct** -- Disorderly conduct of any kind is prohibited and any persons engaging in disorderly conduct are subject to removal. The Renter shall be solely responsible for supervising the conduct of those who attend the Event and is financially responsible for all damages caused. See indemnification provision in Paragraph Seven below.
- d. **Kitchen Facilities** -- The kitchen is not licensed for food preparation. All food must be catered or prepared off site.
- 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. No alcohol will be distributed after 1:00 a.m. on the day immediately following the day of the Event.

- f. **Gambling** - - Gambling of any nature or manner is prohibited.
- g. **Smoking** -- The Hall is a smoke-free building and smoking is prohibited in the Hall and within 30 feet of any entrance of the Hall.
- h. **Parking** -- Guests may not park in any way that causes damage to the Grounds or that interferes with traffic or safety.
- i. **Charging Admission** - - The Renter may not charge admission for the Event unless approved by Hobart Township.
- j. **Safety.**
  - 1) No furniture, decorations, or other items may be placed in such a way so as to block the exits.
  - 2) The Renter is responsible for assuring the Hall does not become over crowded. The Hobart Town Hall has seating capacity of 150 persons. Overall maximum capacity is 250 persons. Renter and guests shall not exceed the number of persons listed herein for any Event.
  - 3) No open flames are permitted in the Hall or on the grounds.
- k. **Hall Contents Removal** - - No furniture, equipments or any items in the Hall shall be taken outside of the building.
- m. **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.

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 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 Renters or the Guests. Any items that are left at the Hall by the Renter and/or Guests more than 30 days will be disposed of at the Town's discretion and at the Renter's expense.

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.