

The Town Board of Supervisors adopts the following as the rental policy for the use of the Watab Town Hall located at 660 75<sup>th</sup> Street NW, Sauk Rapids, Minnesota, 56379.

### Section 1. Definitions

For the purposes of this policy, the following terms shall have the following definitions:

1. **Alcohol:** wine, beer, liquor, and any other beverage containing more than one-half of 1% alcohol by volume.
2. **Event:** the period for which a Renter has rented the town hall for an event, which includes the set-up and clean-up time immediately before and after the event.
3. **Grounds:** the land immediately adjacent to and surrounding the town hall that is owned by the Township.
4. **Guests:** those who attend the event.
5. **Township Hall:** the Watab Township Hall building and grounds.
6. **Non-Resident:** a person(s), corporation(s), or entity that does not live or own property within Watab Township.
7. **Rental Application:** the form provided by the Township to be completed and submitted to the Township by proposed Renters who seek permission to rent the Hall.
8. **Rental Request:** the submission of a completed Rental Application by a proposed Renter seeking permission from the Township to rent the Hall.
9. **Renter:** the person(s), corporation, or entity that lives or owns property within Watab Township. Renter must be age 21 or older.
10. **Resident:** the person(s), corporation, or entity that lives or owns property within Watab Township.
11. **Township:** Watab Township, Benton County, state of Minnesota and any references to actions or approvals by the Township are to its Town Board of Supervisors.

### Section 2. Renters Bound by Policy

Rental of the Hall constitutes the 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; this, however, does not limit the liability of the corporation or entity for the rental or what occurs during the event.

### Section 3. Rental Request

The following process must be followed by Renters:

- A. **Application:** All rental requests must be made on the application form provided by the Township and shall be delivered to the Town Clerk. You may contact the Clerk by phone or email to determine if the date in which you are interested is available. All rental requests should be made at least 2 weeks (14 days) before the proposed event. When a completed Rental Application is received, the Township Clerk will notify the Renter whether the request is approved. All approvals are subject to receipt of the following:
  - Payment of the rental fee
  - Payment of the damage deposit (separate check from rental fee)
  - Signed acknowledgement form

- Certificate of liability insurance listing Watab Township as Certificate Holder agreeing to pay all costs or expenses for damages caused as a result of the event

**B. Rental Hours:** Rental hours for an event shall be between the hours of 8 am and 10 pm. The Town may approve additional hours to set up for and clean-up after an event at a separate time, but this will be subject to an additional fee.

A Town Board officer will open and close the hall remotely at the designated times recorded on the Rental Application. The Renter and all attendees must vacate the Hall by the end of the designated rental hours. The Renter must call or text the Town Board Officer when leaving the building. Failure to do so will result in loss of deposit.

**C. Sublet or Transfer:** A renter may not sublet the Hall, nor may the application or rental privileges be transferred or assigned to another person(s), corporation, or entity.

**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 by the Renter within 30 days of the event, with the exception of bad weather, in which case the application fee may be transferred to an alternate date or returned.

**By Town:** The Township may cancel any approved Rental Request in any of the following circumstances:

- Renter has not filed the required damage deposit, rental fee, or proof of insurance;
- For any reason if the Township provides notice of cancellation to the Renter at least 30 days before the event;
- In the event that the Township determines at its sole discretion that the event will endanger the welfare of participants or Township residents;
- At any time for reasons beyond the Township's control, such as in cases of emergency, unsafe environmental or health conditions, bad weather, or the interruption of utility services.

If the Township 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, rental fees and damage deposit paid by the Renter will be refunded. Renter acknowledges and agrees that the Township shall not be liable for any claims of disruption, loss, or damages resulting from the Township's cancellation of a Rental Request as provided in this section.

**By Renter:** A Renter may cancel a Rental Request up to 30 days before an event. The Town will return any rental fees and damage deposit paid by the Renter. A Renter cancelling a Rental Request within 30 days of an event forfeits all rental fees paid the Township, but the Town will return the damage deposit if paid.

#### **Section 4. Limitations 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 residents (civic groups, non-profit groups, schools, government agencies, or political parties recognized by the state of Minnesota) or for private, family events sponsored by Residents or Non-Residents. Watab Township does not charge a rental fee to Homeowners Associations within the Township. Civic groups, non-profit groups, schools, government agencies, or political parties recognized by the state of Minnesota are allowed to meet 4 times per calendar year without charge; after that, full rental cost applies.

#### **Section 5. Rental Fees and Damage Deposits**

The following rental fees and damage deposits apply to the Rental of the Hall and must be paid to the Township Clerk at the time of application/reservation. Rental fees are non-refundable, except that any unused portion of the damage deposit will be returned to the Renter within 21 days after the day of the scheduled event.

- A. Application Fee.** All applications requesting rental of the Hall must be accompanied by a non-refundable application fee.
- B. Resident Fees.** Resident fees apply to Renters who pay taxes in Watab Township.
- C. Damage Deposit.** The Town requires prospective Renters to post a damage deposit at the time of application. This should be paid by a **separate check** from the application fee. The Renter is responsible for all damage caused to the Hall or Grounds during the event. The Town Board may deduct from the Damage Deposit any repair and clean-up cost it incurs to return the Hall to the same condition prior to the rental. If the amount of the cost to clean and repair the

Hall or Grounds exceeds the amount of the damage deposit posted by the Renter, the Renter shall be responsible for reimbursing the Township for all costs the Township incurs to clean and repair the Hall or Grounds, including all collection costs. The Township will provide the Renter an invoice with an itemized account of the costs incurred to clean and repair the Hall or grounds, which is due and payable upon receipt.

- D. **Set Up Fee.** If the Renter requires the Township to open or close the Hall an additional time besides the scheduled event time, an additional fee of \$25 is required.

Fee Type	Social Event	Non-Profit (limit 4 times per calendar year)	For-Profit Groups
Resident Rental Fee	\$75.00	\$0.00	\$75.00
Non-Resident Fee	\$100.00	\$00.00	\$100.00
Set Up Fee*	\$25.00	\$25.00	\$25.00
Damage Deposit	\$100.00	\$0.00	\$100.00
Television Deposit	\$25.00	\$25.00	\$25.00
Damage Deposit if Alcohol is served	\$250.00	\$250.00	\$250.00

*\*The **Set-up Fee** is only applicable if the Renter wants to use the Hall at a time other than listed on the rental application.*

**Section 6. Use of the Town Hall**

The Renter and guests must comply with all the following:

- A. **Capacity.** Building capacity for guests is 100.
- B. **Set Up and Decorations.** The Township may allow the Renter to enter the Hall before the rental hours to set up or decorate for the event for an additional fee of \$25. Decorations may not be affixed to the Hall in any way that damages the Hall. Confetti, bird seed, rice, or like-items are prohibited. Tape affixed to painted walls, and pins or nails into the walls is prohibited.
- C. **Sound Levels.** Sound levels must be controlled to not cause damage to the Hall or to unreasonably disturb the neighbors.
- D. **Disorderly Conduct.** Disorderly conduct of any kind is strictly prohibited and 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 damage caused.
- E. **Alcohol.** If alcohol is served and consumed at the event, the Renter must indicate that fact on the Rental Application. The Renter will be held responsible for controlling their guests and must comply with Minnesota law with regard to alcohol. Alcohol must not be provided to minors. No liquor, wine, or beer shall be sold or otherwise exchanged for compensation. The Renter must 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.
- F. **Security.** The Township may, at its discretion, require the Renter to have a licensed law enforcement official present during the event to provide security and to help enforce the provisions of this policy. The Renter shall be responsible for making all arrangements to secure the services of a licensed law enforcement officer, and paying for the service.
- G. **Gambling.** Gambling of any nature or manner is prohibited.
- H. **Smoking.** The Township 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 on 75<sup>th</sup> Street or other adjacent streets.

- J. Charging Admission.** The Renter may not charge admission for the event unless approved in advance by the Township Board of Supervisors.
- K. Safety.** No furniture, decorations, or other items may be placed in such a way as to block the exits. The Renter is responsible for ensuring the Hall does not become overcrowded. The Hall is rated for a maximum of 100 occupants. No open flames, sparklers, or fireworks are permitted in the Hall or on the Grounds.
- L. Clean-Up.** The Renter is responsible for cleaning the Hall to its condition prior to the event. Renters will be sent a Clean-up List and one will be taped to the Renter's table in the Storage Room where cleaning supplies are available.
- M. Grounds.** Grounds may be used for games. However, please note that nothing can be pounded into the ground without supervision from the town board due to potential damage to the underground sprinkler system.
- N. Podium, Chairs, and Microphones.** The podium, chair, and microphones are strictly off-limits to renters and their guests. Please do not use this area of the event room. Use or damage of this equipment will result in a forfeiture of the deposit and additional charges, if warranted.
- O. Conference Room.** The Conference Room is strictly off-limits to renters and their guests. Please do not enter this room.
- P. Television.** The renter may request to use the television. A deposit of \$25 is required and arrangements must be made to pick up the remote control for operation.
- Q. Building Access.** In most cases, the Hall will be unlocked and locked remotely. A phone number will be sent to you via email prior to your rental date for you to call upon your arrival. You will be required to call the number again when you are leaving so the building can be secured. Failure to notify us when you are leaving may result in forfeiture of your deposit.

**Section 7. Assumption of Responsibility**

The Renter assumes full responsibility for the appropriate conduct of all the group members and guests at the Hall during the 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 Township is not liable for any loss, damage, injury, or illness during the use of the Hall by the Renter or the guests. The Township is not responsible for any items that are left in the Hall by the Renter or their guests.

**Section 8. Indemnification**

The Renter agrees to defend, fully indemnify, and hold harmless the Township, its officers, agents, or employees against all liability, loss, costs, damages, expenses, claims or actions, including attorney fees which the Township, its officers, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or because of any act, failure to act, or omission of the Renter or guests.

**Section 9. Insurance**

The Renter shall provide proof of liability insurance before the event. Proof of insurance must be provided with the application and must be in force on the date of rental. Check your homeowner's property insurance coverage to determine if it covers off-site events; if not, you must procure a Certificate of Liability Insurance naming Watab Township as Certificate Holder for the event.

If alcohol is served, the applicant is required to provide the Township a Certificate of Liability Insurance in force on the day of rental. Coverage must be provided in the amount of \$1 million, naming the Township as Certificate Holder. Applicant must comply with all alcohol licensing requirements.

Failure to provide adequate proof of insurance as required by the Township will void the Rental Request and any approvals given by the Township.