

RENTAL APPLICATION FOR THE NESSEL TOWNSHIP TOWN HALL/SHELTER
49205 Acacia Trail, Stanchfield, MN 55080
320-396-2702

Name of Applicant:

Address:

Phone: _____ Today's Date:

Date of Event: _____ Start/Ending Time of Rental:

Type of Event: _____ Number of guests:

Insurance: (If required)

Ins. Co & Policy No. _____ Effective Dates:

Agent Name: _____ Agent Phone:

If liquor is present: Off-duty deputy hired to be present at the event:

Name/Phone:

Is the applicant a resident of the Town? _____ Yes _____ No

Rental Fee: _____ Damage Deposit:

Date and amount Rental Fees/Deposit Received:

Rental Fees & Damage Deposit: Residents (\$125 rental/\$200 damage) Non-residents (\$250 rental/\$400 damage) All fees and a damage deposit, must be paid to the Town before the event or this application is voided.

1. Applicant understands and agrees that the applicant is fully responsible for the event and is subject to the terms and conditions of the Township Hall/Shelter Rental Policy.
2. Applicant also agrees that they have received a copy of the Nessel Township Hall Rental Policy.

Applicant's Signature: _____ Date:

Approved by: _____ Date:

NESSSEL TOWNSHIP TOWN HALL/SHELTER RENTAL POLICY

The Town Board hereby adopts the following as the rental policy for the rental of the Nessel Township Town Hall/Shelter.

1. Renters Bound by Policy:

- a) 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.

2. 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 or other designated person. 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 (if required); any modifications, limitations, or additional requirements indicated on the Rental Application; and compliance with all the provisions of this policy and any other applicable rules or regulations.
- b) **Hours:** The rental hours for a particular Event shall be as indicated on the rental application form and approved by the Town. The renter and all attendees must vacate the Hall/Shelter by the end of the rental hours.
- c) **Sublet or Transfer:** A Renter may not sublet the Hall/Shelter, nor may the application or rental privileges be transferred or assigned.
- d) **Cancellation:** Approved rental requests may be cancelled as provided in this section:
 - **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 less than 14 days of the event, forfeits all rental fees paid to the Town, but the Town will return the damage deposit.
 - **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 and rental fee in full by the agreed date and failing to provide for security by a law enforcement officer when required; (2) for any reason if the Town provides notice of cancellation to the renter at least 14-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.

3. **Rental Fees and Damage Deposit:** The following rental fees and damage deposit apply to the rental of the Hall/Shelter and must be paid to the Town at least 14 days before the Event.

a) **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.

b) **Non-Resident Fees:** Non-resident fees apply to Renters who are not residents of the Township as of the date of the Event.

c) **Damage Deposit:** The Town may require a renter to pay 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, shelter or grounds during the Event. The Town Board may deduct from the damage deposit any repair and clean-up costs it incurs to return the hall, shelter or grounds to the same condition it was prior to the rental. Any unused portion of a damage deposit will be returned to the renter. If a damage deposit was not collected, or if the costs to clean and repair the hall, shelter or grounds exceed the amount of the damage deposit paid, the renter shall be responsible for reimbursing the Town for all costs the Town incurs to clean and repair the hall, shelter, or grounds, including all collection cost incurred. The Town will provide the renter a bill containing an itemized list of the costs incurred to clean and repair the Hall, shelter or grounds that is due and payable upon receipt.

<u>Fee Type</u>	<u>Residents</u>	<u>Non-Residents</u>
Rental Fee	\$ 125	\$ 250
Damage Deposit	\$ 200	\$ 400

4. **Use of the Hall/Shelter:** 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 to the Hall in any way that damages the Hall and must be pre-approved. Confetti, birdseed, rice, or other like items are prohibited.

b) **Sound Levels:** Sound levels must be controlled so as to not 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 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.

d) **Alcohol:** Alcohol is prohibited unless the renter was pre-approved by the Town Board and the renter has hired an off-duty law enforcement officer with credentials and Certificate of Insurance. The officer must remain on-duty and be present at the event the entire time of the event. No liquor, wine, or beer shall be sold or otherwise exchanged for compensation in connection with the use of the Hall.

e) **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.

f) **Gambling:** Gambling of any nature or manner is prohibited.

g) **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.

h) **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.

i) **Charging Admission:** The renter may not charge admission for the event unless approved by the Town.

J) **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. Recreational fires, sparklers, and fireworks are NOT permitted on Nessel Township grounds.
- iv. One grill is provided and it is located near the shelter. Only charcoal is allowed to be used in the grill. You will have to supply your own charcoal. Personal charcoal grills, gas grills or smokers are not allowed in or on Nessel Township premises. Deep fryers are also not allowed on the premises.
- v. Renters are responsible for cleaning, and disposal of the ashes/charcoal from the grill. Disposing of charcoal onto Nessel Township grounds is prohibited.
- vi. **NO** glass bottles/containers are allowed in the shelter area.

k) **Clean-Up:** The renter is responsible for cleaning the Hall/Shelter and must return the Hall/Shelter to at least the same condition it was in before the rental.

- i. User's garbage must be removed and hauled away by the renter.
 - ii. Kitchen and bathroom must be left in good condition.
 - iii. No food is to be left behind.
 - iv. Tables and chairs must be cleaned.
 - v. No chairs or tables are to be removed from the Hall.
 - vi. Any extra cleaning charges will be taken from your deposit.
 - l) **Pets:** NO pets of any kind are allowed on or in Nessel Township premises, with the exception of verified proof of service animals. If verified, you must also be approved by the Town Board.
 - m) **Drugs:** No drugs are allowed on the premises.
 - n) **Capacity:** A maximum of 130 people may use the Hall at any one time.
5. **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, the Shelter 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.
6. **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.
7. **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 adequate proof of insurance as required by the Town will void the rental request and any approvals given by the Town.