

WOODROW TOWNSHIP HALL USE / RENTAL POLICY

The Township Board hereby adopts the following as the policy for the rental and use of the Woodrow 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 any liquor, such as wine, beer, or distilled spirit that contains ethyl alcohol as an intoxicating agent. Alcohol is not permitted on Township property at any time during an Event.
 - b. **Event.** "Event" means the entire period for which a Renter has rented the Hall, including any permitted set-up or clean-up periods.
 - c. **Grounds.** "Grounds" means the land immediately adjacent to and surrounding the Hall that is owned or leased by the Town.
 - d. **Guests.** "Guests" means those who attend the Event.
 - e. **Hall.** "Hall" means the Woodrow Township Hall building located at: 1133 County 11 NW, Hackensack, MN 56452.
 - f. **Rental Application.** "Rental Application" means the form developed by the Town to be completed and submitted to the Town by proposed Renters to seek permission to use/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 use/rent the Hall.
 - h. **Renter** "Renter " means the person actually completing the Rental Request. This person is the sole contact and responsible party for the Event and is the responsible party for scheduling, fees, damage during the event, and other conditions of this policy.
 - i. **Resident.** "Resident " means any person or other legal entity owning real property in Woodrow Township.
 - j. **Town.** "Town" means Woodrow Township, Cass 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 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***. Rental requests should be made as soon as possible before the proposed Event. 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. **Rental Hours.** The rental hours for a particular Event shall be as indicated by the Town on the Rental Application form and approved by the Town. The Town may approve additional hours to set-up for, 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.
- c. **Sublet or Transfer.** A Renter may not sublet the Hall. Application and rental privileges may not be transferred or assigned.
- d. **Cancellation.** Approved rental requests may be cancelled as provided in this section.
 - i. **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 required; (2) for any reason if the Town provides notice of cancellation to the Renter at least 30 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. Town reserves the right to enter the premises at any time during the event.
 - ii. **By Renter.** If a Renter cancels a rental request up to 14 days before the Event, the Town will return any rental fees and damage deposit paid by the Renter. If Renter cancels its reservation within the 14 days immediately preceding the reservation, the Town will decide what portion of the rental fee and damage deposit will be refunded.

4. **Rental Fees and Damage Deposit.** It is intended that the Town Hall be rented only to residents of Woodrow Township, as Resident is defined above, however, at the discretion of the Board, the Hall may be opened to a non-resident for purposes which serve the residents of Woodrow Township. The Board in its discretion may establish rates to be charged for such use.
- a. **Resident Fees.** 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. **Damage Deposit.** The Town may require a Renter to post a damage deposit with the Town 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 it incurs to return the Hall to the same condition it was prior to the rental. Any unused portion of a damage deposit will be returned to the Renter within 35 days of the day of the rental. If a damage deposit 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 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.

5. **Fee Type and Amount**

Rental Fee	\$5.00 per hour \$10.00 per half-day \$20.00 per full day
Damage Deposit (when required)	\$100.00

6. **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 to the Hall in any way that damages the Hall. 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 unreasonable disturbance.
 - c. **Disorderly Conduct.** Disorderly conduct of any kind is prohibited and persons engaging in disorderly conduct are subject to being ejected. The Renter shall be solely responsible for supervising the conduct of those attending the Event and is financially responsible for any damages caused.
 - d. **Alcohol.** The possession, consumption, use or sale of alcohol or alcoholic beverages in or on Township Hall premises is prohibited.
 - e. **Gambling.** Gambling of any nature or manner is prohibited.

- f. **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.
 - g. **Parking**. Guests may park on the lawn but not in any way that causes damage to the Grounds or that interferes with traffic or safety.
 - h. **Charging Admission**. The Renter may not charge admission for the Event unless approved in advance by the Town.
 - i. **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. No open flames, sparklers, or any fireworks are permitted in the Hall or on the Grounds.
 - j. **Clean-Up**. The Renter is responsible for cleaning the Hall and must return the Hall to the same condition it was in before the rental.
7. **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 left at the Hall by the Renter or the guests.
8. **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.
9. **Insurance**. The Renter may be required to provide proof of liability insurance in an amount determined by the Town. If proof of insurance is required, the Renter must deliver such proof to the Town at least 7 days before the Event. Failure to provide proof of insurance as required by the Town will void the rental request and any approvals given.

USE / RENTAL APPLICATION FOR THE WOODROW TOWNSHIP TOWN HALL

Applications must be submitted to the town clerk in a timely manner. The application will be reviewed and appropriate fees determined. The application is not considered accepted until the town clerk has received all fees.

Date of Application: _____

Proposed Date of Event: _____

Type of Event: _____

Renter (Applicant) Information

Residency. Is the Renter a resident of the Town? Yes No

Name: _____

Address: _____

Daytime Phone: _____

Evening Phone: _____

Rental Hours. Starting Time: _____ Ending Time: _____

Set-up and Clean-up Times. Renter may request additional time to set-up for the event or to clean-up after the event. Check here if requested ____.

Set-up Date/Time: _____ Clean-up Date/Time: _____

Insurance. Renter may be required to provide proof of liability insurance before the event in an amount determined by the Town.

Rental Fees & Damage Deposit. The rental fee must be paid with this application.

If required, additional fees and or damage deposit must be paid at least 14 days before the event or, as above, this application is not considered accepted. The applicable fees are those as set by the Town in its Township Hall Rental Policy. Renter understands and agrees that if this application is approved, the Renter

is fully responsible for the event and is subject to the terms and conditions of the Township Hall Rental Policy.

Applicant's Signature: _____ Date: _____

TOWN USE ONLY

Application approved? __Yes__ No.

If "No", the reason(s) for the denial: _____

The approval is conditioned upon the following modifications, limitations, or additional requirements (if any):

Fees: Rental Fee: \$ _____

Damage Deposit (if required): \$ _____

Insurance: Proof of liability (Amount): _____

For Woodrow Township:

Signature

Print Name

Date

Check Off Sheet

Checked by: _____ Date: _____

Initial Before Use and After Use for items checked

Items Checked	Before Use	After Use
Kitchen clean		
Fridge/freezer empty & clean		
Oven clean		
Microwave clean		
Tile floors clean (swept/washed)		
Tables wiped down		
Chairs put back by wall		
Paper towels/soap in Kitchen		
Carpet vacuumed		
Bathroom clean		
Toilet paper in bathroom		
Hand soap in bathroom		
Paper towels in bathroom		
Garbage removed		
All lights turned off		
All doors locked		
Do any chairs need fixing?		
Do any tables need fixing?		
Do all inside lights work?		

Additional Comments:
