

Town of Carpenter

Town Hall Rental Policy

The following is the revised rental policy for the Town of Carpenter Town Hall adopted by the Board of Supervisors on July 9, 2019.

- 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 a Renter has rented the Hall, including any permitted set-up or clean-up periods. The customary rental period is one 24 hour day. Any equipment or personal property left in the Town Hall overnight will cause another daily fee unless the Town board has granted an exception to this requirement.
 - 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 Carpenter Township Hall building located at 18286 State Highway 1, Togo, Minnesota 55723.
 - f. **Camping.** "Camping" means utilization of the Hall or Grounds by persons during closed hours.
 - g. **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 rent the Hall.
 - h. **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.
 - i. **Renter.** "Renter" means the person, corporation, or entity that submits a Rental Application to rent the Hall.
 - j. **Town.** "Town" means Carpenter Township, Itasca 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.

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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 at least 30 days 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 and Grounds 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. Camping in the Hall or on the Grounds is not permitted.
- c. **Sublet or Transfer.** A Renter may not sublet the Hall, nor may the application or rental privileges be transferred or assigned.
- 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.
 - 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.
 - ii. **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 within 14 days of the Event

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forfeits all rental fees paid the Town, but the Town will return the damage deposit if one was paid.

- 4) **Rental Fees and Damage Deposit.** The rental fees and deposit for potential damage and/or clean-up described in the following table apply to the rental of the town hall and must be paid to the Town at least 14 days before the Event. Rental fees are not refundable, except that any unused portion of the damage/clean-up deposit will be returned to the Renter by action of the Town Board at its next regular meeting following the Event. **Resident fees** apply to any Renter who is a Town of Carpenter resident on the date of the Event. If a corporation or an organization is the Renter, it will be considered eligible for the resident rates if a majority of its officers or members are Town of Carpenter residents.

Damage Deposit. See the fees table for the deposit amounts.

- a) The Town of Carpenter requires the damage/clean-up deposit to be paid at least 14 days before the date of the Event. The Renter is responsible for all damages caused to the building or grounds during the Event.
- b) The pre-Event condition of the building and grounds will be confirmed by a joint inspection between the Renter and a representative appointed by the Town board.
- c) The post-Event condition of the building and grounds will be confirmed by a joint inspection between the renter and a representative of the Town board. The Town will not process a request for the deposit refund until the post-Event inspection has been completed as described here. The Town will make reasonable accommodations to complete the post-Event inspection in a timely manner.
- d) The Town board may deduct from the damage/clean-up deposit any repair and clean-up costs it incurs to return the hall or grounds to the same pre-Event condition.
- e) Any unused portion of a damage/clean-up deposit will be returned to the Renter following the next scheduled Town board meeting.
- f) If a damage/clean-up deposit was not collected, or if the costs to clean and repair the building and grounds to the pre-Event condition exceed the amount of the deposit posted, the Renter shall be responsible for reimbursing the Town of Carpenter for all costs the Town incurs to clean and repair the building and grounds. The Town will provide the Renter a bill containing an itemized list of the costs to clean and repair the building and grounds that is due and payable upon receipt.

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Rental Fees and Damage Deposit Table

Item	Resident Fee or Rate	Nonresident Fee or Rate
Application Fee	None	\$25.00
Meeting by a unit of federal, state or county government	None	None
Educational event or training meeting available to the public	None	None
Funeral including wake	None	None
Poll	\$150.00, no application fee	
Party, such as <ul style="list-style-type: none"> • birthday party • reunion • reception • baby shower • bridal shower • musical event 	\$25.00 per day	\$50.00 per day
Damage/clean-up deposit when the kitchen utilization is limited to coffee, tea and soft drinks.	\$50.00	\$100.00
Damage/clean-up deposit with full kitchen utilization	\$100.00	\$150.00

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- 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 to the Hall in any way that damages the Hall. Confetti, birdseed, rice, or other like items are prohibited.
 - b. **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.
 - c. **Alcohol.** Alcoholic beverages are not permitted.
 - d. **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.
 - e. **Public Health Considerations for the Kitchen.** The Town cautions the Renter to make himself/herself knowledgeable about health inspection requirements for the kitchen. The kitchen facilities at the Hall have not been inspected by the County or the State health department.
 - 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 any entrance.
 - h. **Charging admission.** The Renter may not charge admission for the Event unless approved 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.
 - j. **Outdoor activities.**
 - i. **Camping** on the grounds is permitted only by specific approval in advance by the Town Board.
 - ii. **Outdoor fires** such as bonfires are not permitted.

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- iii. **Outdoor cooking** may be permitted in appliances designed for such utilization following advance discussion with the Town Board. The appliances shall be utilized as intended by the original equipment manufacturer.

- k. **Clean-up.** The Renter is responsible for cleaning the Hall and grounds. The Renter must return the Hall and Grounds to at least the same condition it was in before the rental. Clean-up guidelines are provided for the Renter in the appendix to this Town Hall Rental Policy. Clean-up includes the responsibility to remove all trash, garbage, and recyclable materials from the Hall and Grounds for legal disposal.

- 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 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.

- 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.

Adopted this _____ day of _____, 20__.

Attest: _____, Town Clerk

BY THE TOWN BOARD: _____, Town Chairperson

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RENTAL APPLICATION FOR THE CARPENTER TOWNSHIP TOWN HALL

18286 State Highway 1, Togo, MN 55723

Applications must be submitted to the town clerk at least 14 days before the event along with a \$_____ application fee.

Date of the Event:_____ Type of Event:_____

Applicant Information.

Name of Applicant:_____ Date of
Application:_____ Address:_____ Daytime
Phone:_____ Evening Phone:_____

Rental Hours. Starting Time:_____ Ending Time:_____

Set-up and Clean-up Times. Applicant may request additional time to set-up for the event or to clean-up after the event.

Set-up Date & Times:_____ Clean-up Date & Times:_____

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

Residency. Is the applicant a resident of the Town? ___Yes ___ No

Rental Fees & Damage Deposit. A non-refundable application fee must be paid at the time of submitting the application. All additional fees and a damage deposit, if required, must be paid to the Town at least 14 days before the event or this application is voided. The applicable fees are those as set by the Town in its Township Hall Rental Policy.

Applicant understands and agrees that if its application is approved, applicant 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):

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Fees: Rental Fee: \$_____ Damage Deposit (if required): \$_____

For the Town: _____

Printed Name _____ Signature Date: _____

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TOWN OF CARPENTER
HOLD HARMLESS AGREEMENT

I understand that my use of the Town Hall and/or the Grounds is voluntary and that I am using it for my benefit only. I agree that my use of the Town Hall or Grounds facilities is undertaking at my own risk and that the Town of Carpenter will not be liable for any claims, injuries, damages of whatever nature incurred by me or members of my organization due to the negligence of members of my organization, or the negligence of third parties. On behalf of myself and the organization that I represent, I expressly forever release and discharge the Town of Carpenter, its agents or employees, from any such claims, injuries, or damages of whatever nature arising out of or connected with my use of the Town Hall or Grounds. I also agree to reimburse the Town of Carpenter for any damage, breakage, maintenance or clean-up costs arising from my use of the Town's facilities.

Renter

Date

Witness

Date

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TOWN OF CARPENTER
APPENDIX
CLEAN-UP SPECIFICATIONS

1. Remove for legal disposal all trash, garbage and recyclable materials from the Hall and the Grounds.
2. Return all tables and chairs to their original storage.
3. Dry mop all floors and then wet mop all floors with water only, no detergent.
4. Wash all dishes, tableware, and kitchen utensils and return to storage.
5. Wipe down all counter tops.
6. Clean the toilets and sinks in the rest rooms.
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
- 13.