

Duluth Township Community Center (DTCC) Rental Policy

The DTCC (building and grounds) is available for public rental from the Township when NSCS is not in session.

- **Weekdays: 4-9:30 p.m. during the school year unless an NSCS event is planned during these hours**
- **Weekends during the school year**
- **7a.m. - 9 p.m. during summer vacation**
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Check the calendar on duluthtownship.org for availability.

“Pick Up” games by township residents are allowed on the grounds if the facilities are not otherwise rented.

The Town Board hereby adopts the following as the rental policy for the use of the Duluth Township Community Center (DTCC) property. When NSCS is in session, potential renters must contact that organization.

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 DTCC, including any permitted set-up or clean-up periods.
- c. **Grounds.** “Grounds” means the land immediately adjacent to and surrounding the DTCC that is owned or leased by the town.
- d. **Guests.** “Guests” means those who attend the Event.
- e. **DTCC** is the Duluth Township Community Center building and grounds with associated fields, facilities and trails located at 5926 Ryan Road Duluth, MN 55804.
- f. **Rental Application.** “Rental Application” means the form developed by the Town to be completed and submitted to the Town by proposed Renter seeking permission from the Town to rent the DTCC.
- 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 DTCC.
- h. **Renter.** “Renter” means the person, corporation, or entity that submits a Rental Application to rent the DTCC.
- i. **Town.** “Town” means Duluth Township, St. Louis 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 DTCC 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 during Township office hours. All rental requests must be made at least 14 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. The clerk will forward information to the appropriate township personnel (coordinator or supervisor) who will be facilitating and monitoring the condition of the property.
 - 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 DTCC by the end of the rental hours, except that the Town may approve specific additional hours a Renter may use to clean the DTCC after the Event.
 - c. **Sublet or Transfer.** A Renter may not sublet the DTCC, nor may the applicant 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 of 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) at any time for reasons beyond the Town's control, such as in cases of emergency, unsafe environment or health conditions, or the interruption of utility services. If the Town cancels a rental request after it has been approved, except for Renters 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 forfeits all rental fees paid the Town, but the Town will return the damage deposit if one was paid.

4. **Rental Fees and Security Deposit.** The following rental fees and damage deposit apply to the rental of the Hall and must be paid to the Town at least *14 days* before the Event and before the event will be scheduled on the calendar. Rental fees are not refundable, except that unused portion of the damage deposit will be returned to the Renter within *21 days* after the day of the Event.

Fee Type	Residents	Non-Residents
DTCC Cafeteria	1-3 hrs \$25 (\$15 for each add'l hour)	1-3 hrs \$100 (\$50 for each add'l hour)
DTCC Kitchen	The kitchen will be available only under the supervision of a township/school advisor who will open and close the kitchen as well as supervise the use of the equipment. Cost is \$20 per hour.	
DTCC Gymnasium	1-3 hrs \$25 (\$15 for each add'l hour)	1-3 hrs \$100 (\$50 for each add'l hour)
DTCC Pavilion *	1-6 hrs \$25 (\$15 for each add'l hour)	1-6 hrs \$100 (\$50 for each add'l hour)
DTCC Fields - Specify: <i>U-8, U-12, Baseball</i>	1-3 hrs \$15 (\$5 for each add'l hour)	1-3 hrs \$50 (\$10 for each add'l hour)
*The use of the outside privy is included in these rentals.		
Security Deposit	\$100 to be returned if no damages were incurred	\$200 to be returned if no damages were incurred
No fees will be charged to not-for-profit clubs/groups except for kitchen supervisor.		

5. **Use of the DTCC and Grounds.** The Renter and Guests must comply with all of the following. The Town reserves the right to impose additional regulation depending on the event.

- a. **Set up and Decorations.** The Town may allow the Renter to enter the DTCC area before the rental hours in order to set-up or decorate for the Event. Decorations may not damage the property in any way.
- b. **Sound Levels.** Sound levels must be controlled so as to not cause damage to the DTCC 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 as defined previously is not allowed on DTCC building or grounds.
- 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 building and within *30 feet* of the Hall.

g. **Parking.** All vehicles must remain on the blacktop. Parking is limited to designated, paved areas. Driving vehicles of any kind on the rest of the property is prohibited.

h. **Pavilion.** No grills or other cooking equipment may be used inside the pavilion but are allowed 10 feet on the downwind side of that structure.

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 DTCC does not become overcrowded.

iii. No open flames, sparklers, or any fireworks are permitted in the DTCC or on the Grounds.

k. **Clean-Up.** The Renter is responsible for cleaning the DTCC building and grounds to assure that they are in 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 DTCC during rental hours. The Renter also assumes full responsibility for any loss, breakage, or damage caused to the DTCC, the DTCC contents, or to the Grounds. The Town is not liable for any loss, damage, injury, or illness suffered during the use of the DTCC by the Renter or the guests. The Town is not responsible for any items that are left at the DTCC 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 Guest.

Adopted this 12th day of May, 2011

BY THE TOWN BOARD

Town Chairperson

Attest: _____
Town Clerk

RENTAL APPLICATION FOR THE DULUTH TOWNSHIP COMMUNITY CENTER

Applications along with the application fee must be submitted to the Town Clerk at Town of Duluth, 6092 Homestead Road, Duluth, MN 55804 at least 14 days before the event.

Date of Event: _____ Type of Event: _____

Describe _____

Room(s)/Area _____

If Kitchen, describe use _____

Number of people expected to attend _____

Applicant Information

Date of Application: _____

Name of Applicant: _____

Address: _____

Home Phone: _____ Work Phone: _____

Rental Hours.

Starting Time: _____

Ending Time: _____ (No later than _____)

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 and Times: _____

Clean-up Date and Times: _____

Residency. Is the applicant a resident of the Town: _____ Yes _____ No.

Rental Fees and 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.

Applicants' Signature: _____

(must be at least 18 years of age)

Date: _____

For TOWN USE ONLY

Event _____

Date _____

Application approved: Yes No. If "No", include the reason(s) for the denial

The approval is conditioned upon the following limitations or additional requirements. Renter has been notified of any changes or conditions applied to the rental event.

by _____ on _____.

FEES: Rental Fee \$ _____

Damage Deposit \$ _____

Date request received: _____ by _____

Referred to: _____

Town of Duluth facilitator for this request