Rental Policy
Duluth Town Hall

The Town Board hereby adopts the following as the rental policy for the use of the Town Hall.

I. **Availability**

Town Hall

Times available for rental vary each week. It is best to check the calendar on the website at duluthtownship.org for available rental times.

II. **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 Town Hall including any permitted set-up or clean-up period.
c. **Guests.** "Guests" means those who attend the Event.
d. **Hall.** "Hall" means the Duluth Township Hall located at 6092 Homestead Road Duluth, MN 55804.
e. **Rental Application.** "Rental Application" means the form developed by the Town to be completed and submitted to the Town by a proposed Renter seeking permission from the Town to rent the Hall.
f. **Renter.** "Renter" means the person, corporation, or entity that submits a Rental Application to rent the Hall.
g. **Town.** "Town" means the Town of Duluth, St. Louis County, Minnesota and any references to actions or approvals by the Town are to its Town Board of Supervisors.
h. **Security Guard.** "Security Guard" means a reputable person with background or training in law enforcement or security, though not necessarily licensed as a "peace officer". A security guard may not be someone who would otherwise be a guest at the event.

III. **Renters bound by Policy.** Rental of the Town 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, entity or individual for the rental or what occurs during the Event.

IV. **Rental Request.**

a. **Process.**
   i. 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.
   ii. All rental requests must be made at least 14 days before the proposed Event.
   iii. When a completed Rental Application is received, the Town will notify the Renter of whether the request is approved.
   iv. 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 and regulations.
   v. The clerk will forward information to the appropriate township personnel (custodian 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 Town Hall by the end of the rental hours; except that the Town may approve specific additional hours a Renter may use to clean the Town Hall after the Event.

c. **Sublet or Transfer.** A Renter may not sublet the Town Hall, 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 10 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 10 days of the Event forfeits all rental fees paid the Town, but the Town will return the damage deposit if one was paid.

V. **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
Main Hall Rental Fee Less than 50 people Room Capacity: 150	$100	$150
Main Hall Rental Fee More than 50 people Room Capacity: 150	$150	$500
Clover Valley Room Room Capacity: 10	$25	$50
Community Room Room Capacity: 30	$50	$100
Table/Chair Rental	$25.00	
Town Hall Kitchen	Use of the Town Hall Kitchen is included in the Town Hall Rental Fee	
Security Deposit	$300 to be returned if no damages were incurred	$500 to be returned if no damages were incurred
The Town may choose to waive rental fees for non-profit corporations located within the Township		

VI. **Use of the Town Hall.**

The Renter and Guests must comply with all of the following. The Town reserves the right to impose additional regulations depending on the event.

a. **Set up and Decorations.** The Town may allow the Renter to enter the Town Hall before the rental hours in order to set-up or decorate for the Event. Decorations may not damage the property in any way. Wires may not be run on or across the top of the ceiling tiles.
b. **Sound Levels.** Sound levels must be controlled so as to not cause damage to the Town 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 as defined previously means wine, beer, liquor, and any other beverage containing more than one-half of one percent alcohol by volume, which can be served only at the Town Hall. Security Guard is required if alcohol is being served at the Town Hall.
e. **Gambling.** Gambling of any nature or manner is prohibited
f. **Smoking.** The Town 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 and designated parking areas. Driving vehicles of any kind on the rest of the property is prohibited. No parking or blocking access to the Fire Hall.
h. **Charging Admission.** The Renter may not charge admission for the Event unless approved by the Town Board.
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 Town Hall does not become overcrowded. See capacity sign per facility.
    iii. No open flames, sparklers, or any fireworks are permitted at the Town Hall or on the grounds of the Town Hall.
k. **Floors.** Wood floors in the Town Hall are sensitive to damage. Renter must insure that guests do not track snow, mud, salt, or grit onto the wood floors. Furniture must be lifted, and not dragged, if it is moved. Tables and chairs without rubber bumpers on the legs must not be used. Spilled liquids must be wiped up immediately.
l. **Clean-up.** The Renter is responsible for cleaning the Town Hall buildings and grounds to assure that they are in the same condition it was in before the rental.

VII. **Assumption of Responsibility**. The Renter assumes full responsibility for the appropriate conduct of all the group members and guests at the Town Hall during rental hours. The Renter also assumes full responsibility for any loss, breakage, or damage caused to the Town Hall, the Town Hall contents, or to the Grounds. The Town is not liable for any loss, damage, injury, or illness suffered during the use of the Town Hall by the Renter or the guests. The Town is not responsible for any items that are left at the Town Hall by the Renter or the guests.

VIII. **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.

IX. **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.

Policy Adopted this __9_____ day of _____June_____ of ___2016_____
BY THE TOWN BOARD

_____Dave Edblom Vice Chair_____ _____Ann K. Cox _____
Town Chairperson Town Clerk

Town Hall Rental Form

Duluth Township
6092 Homestead Rd.
Duluth, MN 55804
PH: 218.525.5705 | E-mail: townclerk@lakenet.com

Application must be submitted at least 10 days before the event along with appropriate fee.

Applicant Information

Name	**Address**	**Phone #'s**	**E-mail**	**Date**

Event Information

Type of Event	**Date of Event**	**Rental Start Time**	**Rental End Time**
Anticipated Number of guests / users	**Additional time for set-up needed? (date and time)**	**Additional time for clean-up needed? date and time)**	

Requirements for Event

Proof Of Insurance			
	Insurance Company	**Policy Number**	**Expiration Date**
If Alcohol at Event*			
	Name of Security Guard	**Affiliation or Qualifications**	

Fees

Rental Application Fee**	**Refundable Damage Deposit**	**Resident of Duluth Township?**

*Alcohol may not be sold or otherwise exchanged for compensation in any way in connection with the use of the Town Hall. If alcohol is present, the Town shall require the renter to hire a security guard to provide security for the event.

** A non-refundable application fee must be paid at the time of submitting the application A damage deposit must be paid to the Town at least 14 days prior to the event of the application is voided.

Applicant understands and agrees that if the application is approved, the applicant is fully responsible for the event and subject to the terms and condition of the Town Hall rental policy. Applicant must be at least 18 years of age.

Signature	**Date**

(June 2016)