

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 14 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

**Rental Policy
Duluth Town Hall
And
Use of Building and Grounds at North Shore Community School (B+G-NSCS)**

The Town Hall and the Buildings and Grounds at the North Shore Community School and are available for public rental.

To rent the Town Hall call 218-525-5705 during Township business hours.

To rent the Buildings and/or Grounds at the North Shore Community Center during the hours that the school is not in session contact the Duluth Township Recreation Coordinator at _____

The Town Board hereby adopts the following as the rental policy for the use of the Building and Grounds at the NSCS and the Town Hall.

I. Availability

B+G-NSCS are not available when school is in session. Generally the following times are available.

- Weekdays from 4 to 9:30 PM during the NSCS school year;
- Weekends during the calendar year;
- 7 AM to 9 PM during summer vacation.

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.

Either facility may have events planned, please call the Town of Duluth or check the calendar on duluthtownship.org for availability.

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 B&G- NSCS or Town Hall including any permitted set-up or clean-up period.
- c. **Grounds.** "Grounds" means the land immediately adjacent to and surrounding the North Shore Community School that is owned by the ABC Corporation.
- d. **Guests.** "Guests" means those who attend the Event.
- e. **B+G-NSCS** is building and grounds with associated fields, facilities and trails located at the North Shore Community School at 5926 Ryan Road Duluth, MN 55804.
- f. **Hall.** "Hall" means the Duluth Township Hall located at 6092 Homestead Road Duluth, MN 55804.
- g. **Rental Application.** "Rental Application" means the form developed by the Town to be completed and submitted to the Town by a proposed Renter seeking seeking to rent the Hall or the B&G- NSCS.
- h. **Renter.** "Renter" means the person, corporation, or entity that submits a Rental Application to rent the Hall or the B&G- NSCS.
- i. **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.

- j. **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 B+GNSCS or 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 or the B&G- NSCS, 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 (coordinator or supervisor) who will be facilitating and monitoring the condition of the property.
- vi. Keys and/or key cards will be returned promptly to the Town or the Recreation Coordinator.

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 B+GNSCS or 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 B+GNSCS or Town Hall after the Event.

c. **Sublet or Transfer.** A Renter may not sublet the B+GNSCS or 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 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.

V. Rental Fees and Security Deposit.

The following rental fees and damage deposit apply to the rental of the Hall and the B+GNSCS 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.

B+GNSCS and Town Hall Facilities Fees:

Fee Type	Residents	Non-Residents
B+GNSCS (where specific space is not mentioned below) or Town Hall Rental Fee Less than 50 people	\$50.00	\$100.00
B+GNSCS or Town Hall 50 people or more	\$100.00	\$450.00
B+GNSCS Cafeteria	1-3 hrs \$50 (\$15 for each additional hour)	1-3 hrs \$100 (\$50 for each additional hour)
B+GNSCS Kitchen	The B+GNSCS kitchen will be available only under the supervision of a NSCS School advisor who will open and close the kitchen as well as supervise the use of the equipment. Cost is \$30 per hour	
Town Hall Kitchen	Use of the Town Hall Kitchen is included in the Town Hall rental fee	
B+GNSCS Gymnasium	1-3 hours \$50 (\$20 for each additional hour. 8 week rental : \$100.00	1-3 hours \$100.00 (\$50.00 for each additional hour) 8 weeks rental :\$250.00
B+GNSCS Pavilion NOTE: The use of the outside privy is included in this rental	1-6 hours \$50 (\$20.00 for each additional hour)	1-6 hours \$120.00 (\$40.00 for each additional hour)
B+GNSCS Fields - Specify : Soccer and Baseball Fields (U8,U12) - outside privy is included in rental	1-4 hours \$50(\$10 for each additional hour)	1-4 hours \$100 (\$30 for each additional hour)

Fee Type	Residents	Non-Residents
Security Deposit	\$300 to be returned if no damages were incurred	\$500 to be returned if no damages were incurred
Ice Rinks	\$75 per hour for ice time when not otherwise rented to groups	\$75 per hour for ice time when not otherwise rented to groups
"Pick-up" games by township residents are allowed on the grounds if the facilities are not otherwise rented.		
The Town may choose to waive rental fees for non-profit corporations located within the Township		

VI. **Use of the Town Hall and B+GNSCS.**

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 B+GNSCS and 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.
- b. **Sound Levels.** Sound levels must be controlled so as to not cause damage to the B+GNSCS or 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. Alcohol is strictly prohibited at B+GNSCS. 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.

Tobacco use on the B+GNSCS is prohibited as defined in the North Shore Community School policy 419, Tobacco Free Environment. Generally, e-cigarettes, cigarettes, cigars, and smokeless tobacco is prohibited anywhere on the Buildings and Grounds of the North Shore Community School. smoking is prohibited on grounds and facility.

- 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.
- 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 Board.
- 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 B&G- NSCS or Town Hall does not become overcrowded. See capacity sign per facility.
 - iii. No open flames, sparklers, or any fireworks are permitted at the B+GNSCS, the Town Hall or on the grounds of the Town Hall.

- k. **Floors.** Wood floors in the Town Hall and the Gymnasium are sensitive to damage. Renter must help ensure 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 B+GNSCS / Town Hall buildings and grounds to assure that they are in the same condition it was in before the rental. The Town of Duluth and / or the North Shore Community School (when appropriate) will assess the damage and clean-up needs in the event damage occurs or renters do not clean up facility.
- m. **Retail sales.** The use of the Town Hall for retail sales must be approved by the Town Board prior to rental.

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

VIII. **Indemnification.** The renter agrees to defend, indemnify, and hold harmless the Town of Duluth, North Shore Community School, and ABC its officers, agents, and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney fees which the Town of Duluth, North Shore Community School, and ABC , 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 is required to provide proof of liability insurance before the Event proving coverage. The Renter must provide 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 _____ day of _____ of _____

Town Board of Duluth

North Shore Community School

ABC

Town Chairperson

Chairperson

Chairperson

Town Clerk