

## **BAY LAKE TOWNSHIP HALL RENTAL POLICY**

The Town Board of Bay Lake Township hereby adopts the following as the rental policy for the rental of the Bay Lake 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 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.

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 Bay Lake Township Hall building located at 13861 County Road 10 Deerwood, MN 56444.

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 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 rent the Hall.

h. **Renter.** "Renter" means the person that owns property in Bay Lake Township, corporation that has a majority of property ownership in Bay Lake Township, or entity with a majority of its members who have property ownership in Bay Lake Township that submits a Rental Application to rent the Hall.

i. **Town.** "Town" means Bay Lake Township, Crow Wing 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. 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 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, 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. The Township shall have priority for all governmental activities. All cancellations must be submitted to the Clerk in writing.

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. All cancellations must be submitted to the Clerk in writing. The rent is due before receiving access to the Town Hall building for the Event.

4. **Rental Fees and Damage 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. Rental fees are not refundable, except that any unused portion of the damage deposit will be returned to the Renter within 30 days after the day of the Event. The rental hours include the time necessary for set up and clean-up. If the Town Hall building is available, the Township, in its sole discretion, may allow the User to set up the day before the event.

a. **Rental Fee.** All applications requesting rental of the Hall must be accompanied by a non-refundable rental fee in the amount of \$ see below.

b. **Resident Fees.** Resident fees apply to Renters who are residents of the Township on the date of the Event. 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.

d. **Damage Deposit.** The Town may require a Renter to post a damage deposit with the Town at least 14 days before the date of the Event. The Renter is responsible for all damage caused to the Hall or Grounds during the Event. The Town Board may deduct from the damage deposit any repair and cleanup 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 30 days of the day of the rental. 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.

<b><u>Fee Type</u></b>	<b><u>Residents</u></b>	<b><u>Associations</u></b>	<b><u>501(c3)</u></b>
<b>Rental Fee</b>	<b>\$50</b>	<b>\$0</b>	<b>\$0</b>
<b>Damage Deposit</b> (when required)	<b>\$100</b>	<b>\$100</b>	<b>\$100</b>

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. **Sound Levels.** Sound levels must be controlled so as to not cause damage to the 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.** The possession, use of sale of alcoholic beverages is permitted in the Hall only under the following conditions:

- No alcohol may be brought into, or served, in the Hall except by an organization with the proper caterer's permit or temporary on-sale license.

- The Renter must have adequate procedures in place to ensure that no one under the age of 21 is served alcohol and to ensure that no one is served alcohol in the amount to cause intoxication.
- The serving of alcohol must end at 12:00am
- "Bring Your Own Bottle" functions are prohibited.

e. Gambling. Gambling of any nature or manner is allowed along with an organization that has a license.

f. Smoking. The Hall is a smoke-free building and smoking (including vaping) of any kind is prohibited in the Hall and within 30 feet of the Hall. Illegal drugs and cannabis products are prohibited on the property.

g. Parking. Guests may not park on the lawn or in any way that causes damage to the Grounds or that interferes with traffic or safety. Permission from Crow Wing County is needed to park along County Road 10.

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 ensuring the Hall does not become overcrowded.
- iii. No open flames, sparklers, or any fireworks are permitted in the Hall or on the Grounds.
- iv. Do not block the entrance to the Town Hall building property from emergency vehicles or the traffic flow on County Road 10.

k. Clean-Up. The Renter is responsible for cleaning the Hall and must return the Hall to at least the same condition it was in before the rental.

l. Access By The Township. The Renter shall permit the Township Officials, employees or agents to have access and to enter the building at any time during the Event.

m. Designated Area. Only the area designated in the Town Hall Rental Application may be used. Any offices or other private areas are off limits.

n. Entertainment. All hired entertainment must be pre-approved by the Township.

o. Minors. If a person under the age of 18 will be present at the Event, there must be at least one adult present for every 10 minors.

p. Personal Property. The Township will not be responsible for any personal property belonging to the user or the user's guests or invitees.

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 in the Hall by the Renter or the guests. The Township shall have priority for all governmental activities. The priority for all other uses shall be determined on a first-come, first-served basis.

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.

9. Restricting Use. The Township Clerk shall have the authority, subject to appeal of the Township Board, to prohibit or limit the use of the Town Hall building by a particular User based upon knowledge that the User has caused damage to other public facilities or when disruption, damage theft or other unfavorable history is recorded from previous use of the Town Hall Building.

10. No Discrimination. The Township Board does not deny access to the Bay Lake Town Hall on the basis of race, color, creed, religion, disability, national origin, marital status, sexual orientation or sex. Allowing any group to use the building does not imply endorsement of a group's views by the Township.

11. 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.

Insurance Requirements:

- \$1,000,000 minimum
- Insurance shall cover liability for injury death and property damage including coverage for alcohol related claims.
- The insurance policy must be issued by an insurance company licensed to do business in Minnesota and acceptable to the Township.
- Bay Lake Township must be named as an "Additional Insured" on the policy.
- At least seven (7) days prior to the Event, the User must give to the Township a certificate of insurance showing the required coverage.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY THE TOWN BOARD

\_\_\_\_\_ Town Chairperson Attest: \_\_\_\_\_ Town Clerk

**RENTAL APPLICATION FOR  
BAY LAKE TOWNSHIP TOWN HALL  
13861 COUNTY ROAD 10, DEERWOOD, MN 56444**

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: \_\_\_\_\_ (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 & Times: \_\_\_\_\_ Clean-up Date & Times: \_\_\_\_\_

**IF ALCOHOL IS TO BE CONSUMED:**

**IMPORTANT:** Alcohol may not be sold or otherwise exchanged for compensation in any way in connection with the use of the Hall. If alcohol will be present, the Town will require the Renter to hire a licensed law enforcement officer to provide security for the event.

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

**Residency.** Is the applicant a resident of the Town? \_\_\_\_ Yes \_\_\_\_ No (**Only Bay Lake Property Owners or Associations with a majority of Bay Lake Property Owner members**) may rent the Town Hall.

1. Cleaning: Renter will thoroughly clean the Town Hall, including sweeping, vacuuming, mopping, bathroom cleaning, etc., at the conclusion of the rental. The cleaning deposit may be refunded if Town Hall is properly cleaned. The Town may charge Renter additional cleaning fees if the condition of the Town Hall requires excessive cleaning.
2. Damages: Renter is responsible for any and all damage done to the Town Hall, equipment or fixtures during the rental and shall promptly reimburse the Town for any such damages.

3. Garbage: Renter's garbage must be removed from the Town Hall premises. The Township will provide garbage bags. A \$25.00 fee will be charged for garbage left behind on the Town Hall premises.
4. No furniture is to be removed from the Town Hall.
5. Capacity: A maximum of 126 people may use the Town Hall at one time.
6. No drugs, alcohol or smoking on the Town Hall premises.
7. Tables, chairs or other furniture brought in must have protective footings. Lift tables and chairs to move; do not slide across the floor.
8. The meeting or function must cease at the date and time stated in this Rental Agreement.
9. No pets allowed on the Town Hall premises.
10. The Town Hall may not be used for garage or rummage sales.
11. Any alterations or decorations must be pre-approved by the clerk. Tape, nails, adhesives, etc., will not be allowed.
12. All forms of Gambling are prohibited.
13. The Township may request that the Renter have liability insurance to cover the event as an additional insured. See Township policy use for additional information regarding insurance.
14. Contact \_\_\_\_\_, at \_\_\_\_\_(phone number) with any issues during the rental.

I, \_\_\_\_\_, representing \_\_\_\_\_, do understand that I/we will abide by all rules and regulations of the Township for the Town Hall and the terms of this Agreement. I/we are responsible for cleaning and any damage to the premises or equipment and hereby indemnify and hold harmless the Township of all liability should there be an occurrence or accident on the Town Hall premises. I/we understand and agree that if this application is approved, we are fully responsible for the event and is subject to the terms and conditions of Bay Lake Township's Hall Rental

**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. The 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: \_\_\_\_\_

### **TOWNSHIP 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): \$ \_\_\_\_\_

For the Town: \_\_\_\_\_  
Printed Name Signature