GNESEN TOWN HALL AND
GNESEN COMMUNITY CENTER
RENTAL POLICY

The Town Board of Gnesen hereby adopts the following as the rental policy for the rental of the Gnesen Town Hall and the Gnesen Community Center.

All rental applications must be accompanied by rental fee, damage deposit, certificate of homeowners insurance/OR if alcohol is present, a two-million one-day-event policy each for general and liquor liability naming the Town of Gnesen as additional insured.

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/Center, including any permitted set-up or clean-up periods.

    c. **Grounds**. "Grounds" means the land immediately adjacent to and surrounding that is owned or leased by the Town.

    d. **Guests**. "Guests" means those who attend the Event.

    e. **Hall.** "Hall" means the Gnesen Town Hall building located at 4011 West Pioneer Road, Duluth, MN.

    f. **Center**. "Center" means the Gnesen Community Center building located at 6356 Howard Gnesen Road, Duluth, MN.

    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/Center.

    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/Center.

    i. **Renter**. "Renter" means the person, corporation, or entity that submits a Rental Application to rent the Hall/Center.

    j. **Town**. "Town" means Town of Gnesen, St. Louis County, Minnesota and any references to actions or approvals by the Town are to its Town Board of Supervisors.

    k. **Resident**. "Resident" means currently residing in the Town of Gnesen. Must show proof if requested.

    l. **Season**. "Season" means a period of time consisting of three consecutive months.

2. **Renters Bound by Policy**. Rental of the Hall/Center 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/Center, 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 Office located at 6356 Howard Gnesen Road*. All rental requests must be made at least 14 days before the proposed Event and will be reserved on a first application received basis. 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: Town Board approval; the payment of all required rental fees and a damage deposit; 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. Key Pickup. It is the responsibility of the Renter to call and make arrangements to pick up the key the week of your rental. Failure to pick up the key at the agreed upon time may result in cancellation of the rental. Under no circumstances should the Renter expect special arrangements for al alternate key pick up time.

   c. **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/Center by the end of the rental hours; except that the Town may approve specific additional hours a Renter may use to clean the Hall/Center after the Event.

   d. **Sublet or Transfer**. A Renter may not sublet the Hall/Center, nor may the application or rental privileges be transferred or assigned.

   e. **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, providing certificate of insurance; (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 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 following rental fees and damage deposit apply to the rental of the Hall/Center 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 *21 days* after the day of the Event.

a. **Application Fee**. All applications requesting rental of the Hall/Center must be accompanied by the non-refundable application fee required.

b. **Resident Fee**. 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/Center, it will only be considered a resident if the majority of its officers or members are residents of the Town.

c. **Non-Resident Fee**. Non-resident fees apply to Renters who are not residents of the Township as of the date of the Event.

d. **Damage Deposit**. The Town requires a Renter to post a damage deposit with the application. The Renter is responsible for all damages caused to the Hall/Center and Grounds during the Event. The Town Board may deduct from the damage deposit any repair and clean up costs it incurs to return the Hall/Center to the same condition it was prior to the rental. Any unused portion of a damage deposit will be returned to the Renter within *21 days* of the day of the rental. If a damage deposit was not collected, or if the costs to clean and repair the Hall/Center 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/Center, 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/Center that is due and payable upon receipt.

5. **Use of the Hall/Center**. The Renter and Guests must comply with all of the following.

e. **Set-Up and Decorations**. The Town may allow the Renter to enter the Hall/Center before the rental hours in order to set-up or decorate for the Event. Decorations may not be affixed to the Hall/Center in any way that damages the Hall/Center. Candles, confetti, birdseed, rice, or other like items is prohibited.

f. **Sound Levels**. Sound levels must be controlled so as to not cause damage to the Hall/Center or to unreasonably disturb neighbors.

g. **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.

h. **Alcohol**. No liquor, wine, or beer shall be sold or otherwise exchanged for compensation in connection with the use of the Hall/Center. If alcohol is to be consumed, the Renter must indicate that fact on the Rental Application and provide the township with additional

insurance (please refer to #8 Insurance for requirements). Alcohol consumption is allowed in the Hall/Center and on the grounds as long as a security officer is present.

i. **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 Town 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.

j. **Gambling**. Gambling of any nature or manner is prohibited.

k. **Smoking**. The Hall/Center are both smoke-free buildings and smoking of any kind is prohibited in the Hall/Center and within *30 feet* of the Hall/Center.

l. **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.

m. **Charging Admission**. The Renter may not charge admission for the Event unless approved by the Town.

n. **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/Center does not become overcrowded.

    iii. No open flames, sparklers, or any fireworks are permitted in the Hall/Center or on the grounds.

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

    i. All tables and chairs must be wiped off and returned to the storage areas as originally found.

    ii. The entire floor, including bathroom, must be dry mopped. You are not required to wet mop the floor unless there are spills.

    iii. All lights are to be turned off and all doors checked to make sure they are locked, even in areas not rented as someone may have opened a door you are not aware of.

    iv. Garbage must be bagged and tied. Bagged garbage is to be put in the dumpster. DO NOT LEAVE YOUR GARBAGE OUTSIDE THE DUMPSTER.

6. **Assumption of Responsibility**. The Renter assumes full responsibility for the appropriate conduct of all the group members and Guests at the Hall/Center during rental hours. The Renter also assumes full responsibility for any loss, breakage, or damage caused to the Hall/Center, the Hall/Center contents, or to the Grounds. The Town is not liable for any loss, damage, injury, or illness suffered

during the use of the Hall/Center by the Renter or the guests. The Town is not responsible for any items that are left at the Hall/Center 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.

8. **Insurance**. The Renter is required to provide proof of liability insurance with the application. Renter must deliver the proof to the Town at least 14 days before the Event. If alcohol is going to be present renters must contact their insurance agent and provide the Township with proof of a One-day-Event Policy naming the Township as an additional insured for two-million-dollar liability limits each for general AND liquor liability. **THIS POLICY MUST BE RECEIVED ONE MONTH PRIOR TO THE EVENT.** Failure to provide adequate proof of insurance as required by the Town will void the rental request.

RENTAL APPLICATION
GNESEN TOWN HALL/GNESEN COMMUNITY CENTER

Rentals will be reserved on a first application received basis. Applications must be submitted to the rental administrator at least 14 days before the event along with all pertinent forms and application fees.

Date of the Event:_____

Type of Event:_____Number of Anticipated Guests:_____

Location of Event: Town Hall_____ Community Center Gym_____ Community Room_____

Entire Facility at Community Center_____ Community Center Gym/Kitchen_____

Applicant Information:

Name of Applicant:_____

Address:_____

Home Phone:_____ **Work/Cell Phone:**_____

Email: _____

Rental Hours: Starting Time:_____ Ending Time:_____

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

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

Animals- are prohibited at the Town Hall, Community Center, and grounds.

Residency- Is the applicant a resident of the Town? _____ Yes or _____ No?

Alcohol- Will any alcohol be brought to or consumed at the event? _____ Yes or _____No?

If you answered "yes" to the above question please indicate the entire time period that alcohol will be on site: _____ Proof of event insurance_____

IMPORTANT: Alcohol may NOT be sold or otherwise exchanged for compensation in any way in connection with the use of the Hall/Center. If alcohol will be present, the Town requires a licensed law enforcement officer to provide security for the event. The Town 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.

Insurance- Applicant is required to provide proof of liability insurance with application. If alcohol is served, renters must contact their insurance agent and provide the Township with proof of a One-Day-Event Policy naming the Township as an additional insured for two-million-dollar liability limits each for general AND liquor liability. **THIS POLICY MUST BE RECEIVED ONE MONTH PRIOR TO THE EVENT.**

Rental Fees & Damage Deposit- A non-refundable application fee must be paid at the time of submitting the application. All fees, damage deposit, and certificate of insurance must be provided to the Town along with the completed application at least 14 days before the day of the Event, otherwise the application will not be processed. 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 Town Hall and Community Center Rental Policy.

Applicant's Signature:_____ **Date:**_____

TOWN USE ONLY:

Application approved? _____Yes _____No.

The approval is conditioned upon the following modifications, limitations, or additional requirements (if any):_____

_____

Fees: Rental Fee: $_____ Receipt #: _____ Date:_____

Damage Deposit: $_____ Receipt #: _____ Date: _____

Town Representative Signature, Title: _____