

## RENTAL APPLICATION

33155 Hemingway Ave Stacy, MN 55079 (651) 462-3009

## FOR THE LENT TOWN HALL

Rental applications and the application fee (\$100) must be submitted to the town clerk at least 30 days before the event. Date of Event: \_\_\_\_\_ Type of Event: \_\_\_\_ Rental Hours: Starting Time: am/pm (All events must end no later than MIDNIGHT.) **Applicant Information:** Name of Applicant: \_\_\_\_\_ Date of Application: \_\_\_\_ Address: Email: Phone NON-RESIDENT Residency: RESIDENT **LENT TOWNSHIP** LENT TOWNSHIP TYPE OF EVENT RESIDENT **NON-RESIDENT** Application Fee (Non-refundable) \$100.00 \$100.00 \$250.00 \$250.00 Damage Deposit Non-Public Event \$600.00 \$900.00 **Public Event** \$800.00 \$975.00 Daytime Event (5 hour max. \$200.00 \$400.00 Event must end no later than 6:00 pm) Woods Room 3 hour min \$25.00 \$45.00 Hall ceiling décor or lights \$25.00 per hour \$35.00 per hour Rental Fees & Damage Deposit: A non-refundable application fee (\$100) must be paid at the time of submitting the Rental Application. All additional fees and damage deposit, if required, must be paid to the Township of Lent at least 30 days before the event or this application will be void. The applicable fees are those as set by the Town Board. NOTE: Decorations installed with NAILS or SCREWS shall be subject to a \$500.00 fine added to your damage deposit. There are hooks every 8 feet in the Hall for you to use and you may use command hooks. Décor that requires a lift must be preformed by Maintenance Staff and is subject to charge paid by the renter. Name of Person/Nonprofit Damage Deposit Refund should be made out to:\_\_\_\_ Please print Address: \_\_\_\_ Set-up Date & Times: / / am/pm Clean-up Date & Times: / / am/pm Alcohol: Will any alcohol be brought to or consumed at the Event? \_\_\_\_\_Yes \_\_\_\_\_ No **IMPORTANT**: Alcohol may **NOT** be sold or otherwise exchanged for compensation in any way in connection with the use of the Hall without the proper permits and approval by the Lent Town Board of Supervisors. 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. Date: \_\_\_\_ Applicant's Signature: Type of Fee Due Paid Refund TOWN USE ONLY \$100 **Application Fee** Non-Refundable Due on: Paid on: **Due with Application** Application Received: / /20 Hall Rental Fee Paid on: Paid on: Due on: **Rental Approved:** \_\_\_\_/\_\_\_/20\_\_\_\_\_ \$250 **Damage Deposit** 

Due on:

Paid on:

Paid on:



## HALL RENTAL POLICY

- 1. **<u>Definitions</u>**. 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. Daytime Event. A "Daytime Event" may not exceed 5 hours and must end no later than 6:00 pm.
  - c. **Event**. "Event" means the entire period for which a Renter has rented the Hall, including any permitted set-up or clean-up periods. All events must end no later than MIDNIGHT.
  - d. Grounds. "Grounds" means the land immediately adjacent to and surrounding the Hall that is owned or leased by the Town.
  - e. Guests. "Guests" means those who attend the Event.
  - f. Hall. "Hall" means the Lent Township Hall building located at 33155 Hemingway Ave, Stacy, MN 55079.
  - g. Non-Public Event. A "Non-Public Event" may be all day or evening and no admission may be charged.
  - h. Public Event. A "Public Event" means the event is open to the general public and admission may be charged.
  - i. **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.
  - j. **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.
  - k. Renter. "Renter" means the person, corporation, or entity that submits a Rental Application to rent the Hall.
  - I. **Town**. "Town" means Lent Township, Chisago 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. Dates are non-transferable and application fees will not be returned if a rental request is cancelled. A letter of cancellation signed by the lessee must be submitted at least 30 days prior to the event being canceled. If a letter is not received, the lessee will be responsible for the entire rental amount of the hall.
  - 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.
  - ii. By Renter. A Renter may cancel a Rental Request in writing up to 30 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 30 days of the Event forfeits all rental fees paid to the Town, but the Town will return the damage deposit if one was paid.
- 4. <u>Rental Fees and Damage Deposit</u>. The following rental fees and damage deposit apply to the rental of the Hall and must be paid to the Town at least 30 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 45 days after the day of the Event. All payments shall be made to Township of Lent.
  - a. Application Fee. All Rental Requests must be accompanied by a non-refundable application fee as set by the Town.
  - 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.
  - c. Non-Resident Fees. 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 Town at least 30 days before the date of the Event. The

Renter is responsible for all damages 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 45 days of the day of the rental. If a damage deposit was not collected, or 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.

- 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. The Renter must make arrangements with the Town Clerk to pick up the Hall key prior to the day of 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. Lights to be hung from the ceiling or décor that is in need of the use of floor lift must be performed by the maintenance crew and is subject to charge.
  - b. **Sound Levels**. Sound levels must be controlled so as to not cause damage to the Hall or to unreasonably disturb neighbors. Dance times are limited to a maximum of 4 hours. (This does not include dinner music.) The dance must end no later than MIDNIGHT.
  - 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. **Security.** Lent Township will provide an event custodian to be in charge of the building. The event custodian is not a security officer or bouncer. This person will run the physical plant, lock the building and be available for emergency use. This person is hired for 6 hours. Any additional time may be deducted from the damage deposit.
  - e. **Alcohol.** No liquor, wine, or beer shall be sold or otherwise exchanged for compensation in connection with the use of the Hall without the proper permits and approved by the Town. If alcohol is to be consumed, the Renter must indicate that fact on the Rental Application. Serving of alcohol must coincide with dance times and end no later than MIDNIGHT.
  - f. Gambling. Gambling of any nature or manner is prohibited without the proper permits and approval of the Town.
  - g. Smoking. The Hall is a smoke-free building and smoking of any kind is prohibited in the Hall.
  - h. **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. The parking lot should be emptied immediately following the event. A 1-hour maximum time is allotted for this purpose. No overnight camping is permitted on the Grounds.
  - i. Charging Admission. The Renter may not charge admission for the Event unless approved by the Town.
  - j. Capacity. The maximum capacity of the Hall is 350 people. The Renter is responsible for assuring the Hall does not exceed capacity or become overcrowded.
  - k. **Safety**. No furniture, decorations, or other items may be placed in such a way as to block the exits or exit signs. No open flames, sparklers, or any fireworks are permitted in the Hall or on the Grounds.
  - I. Clean-Up. The Renter is responsible for cleaning the Hall and must return the Hall to at least the same condition it was in prior to the rental. A clean-up checklist can be found posted in the kitchen and on the bulletin board. Clean-up can be performed in the 1-hour time frame following the event or started by 9:00 am on the day following the event and must be completed by 11:00 am. If, in the opinion of a Lent Township official, cleanup is not started by 9:00 am, Town employees will start the clean-up and charges will be made accordingly. Daytime Event renters must start their clean up immediately following the Event or the Damage Deposit will be forfeited.
- 6. <u>Assumption of Responsibility</u>. 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 at the Hall by the Renter or the Guests.
- 7. <u>Indemnification</u>. 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. <u>Insurance</u>. The Renter may be required to provide proof of liability insurance before the Event proving coverage of at least \$1 million. If proof of insurance is required, the Renter must deliver the proof to the Town at least 30 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.

Adopted this 17th day of December, 2019, by the Lent Town Board.
Richard Keller, Chair
Kelly Wood, Clerk