

GNESEN TOWN HALL AND GNESEN COMMUNITY CENTER RENTAL POLICY

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

All rental applications must be accompanied by rental fee, deposit, and certificate of homeowners insurance.

1. **Definitions.** For the purposes of this policy, the following terms shall have the meaning given them in this section.
 - a. **Event.** “Event” means the entire period for which a Renter has rented the Hall/Center, including any permitted set-up or clean-up periods.
 - b. **Grounds.** “Grounds” means the land immediately adjacent to and surrounding that is owned or leased by the Town.
 - c. **Guests.** “Guests” means those who attend the Event.
 - d. **Hall.** “Hall” means the Gnesen Town Hall building located at 4011 West Pioneer Road, Duluth, MN.
 - e. **Center.** “Center” means the Gnesen Community Center building located at 6356 Howard Gnesen Road, Duluth, MN.
 - 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/Center.
 - 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/Center.
 - h. **Renter.** “Renter” means the person, corporation, or entity that submits a Rental Application to rent the Hall/Center.
 - i. **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.
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 *administration office at Town Hall*. Rentals will be reserved on a first application received basis. 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**. Call to make arrangements to pick up the key the week of your rental.
- 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.
 - 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 with application. 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.

- a. **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 *30 days* of the day of the rental. 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.

Fee Schedule		
Damage Deposit	\$ 250.00 (alcohol)	\$100.00 (No alcohol)
Rental Fee No Alcohol	\$ 50.00 (resident)	\$ 100.00 (non-resident)
Reception/Dance	\$ 175.00 (resident)	\$ 450.00 (non-resident)
Entire Facility at Center	\$ 250.00 (resident)	\$ 500.00 (non-resident)
Community Room-Center	\$ 35.00 for 4 hours	No alcohol
Security Officer	\$ 58.00 per hour	Required when serving alcohol

5. **Use of the Hall/Center.** The Renter and Guests must comply with all of the following.
- b. **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. Confetti, birdseed, rice, or other like items is prohibited.
 - c. **Sound Levels.** Sound levels must be controlled so as to not cause damage to the Hall/Center or to unreasonably disturb neighbors.
 - d. **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.
 - e. **Alcohol.** Is allowed in the Town Hall/Center and grounds as long as a security officer is present.
 - f. **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.
 - g. **Gambling.** Gambling of any nature or manner is prohibited.
 - h. **Smoking.** The Hall/Center is a smoke-free building and smoking of any kind is prohibited in the Hall/Center and within *30 feet* of the Hall/Center.
 - i. **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.
 - j. **Charging Admission.** The Renter may not charge admission for the Event unless approved by the Town.

k. **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.

l. **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. Cleaning supplies are located in room across from kitchen.
- 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. Extra bags and ties are on the top of the refrigerator in the kitchen. Bagged garbage is to be put in the dumpster. **DO NOT LEAVE YOUR GARBAGE OUTSIDE THE DUMPSTER.**
- v. Hall/Center and kitchen must be left clean.

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. Failure to provide adequate proof of insurance as required by the Town will void the rental request

**RENTAL APPLICATION FOR THE
GNESEN TOWN HALL AND
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.

Date of the Event: _____

Type of Event: _____

Location of Event: Town Hall _____ Community Center _____ Community Room _____

Applicant Information:

Name of Applicant: _____

Address: _____

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

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.

Insurance- Applicant is required to provide proof of liability insurance with application.

Rental Fees & Damage Deposit- All rental fees, damage deposit, and certificate of insurance must be provided to the Town with the application, otherwise the application is void. 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: _____