

**Ogema Township
Pine County, Minnesota
Resolution 2013-2**

Resolution Establishing a Town Hall Rental Policy

WHEREAS, the Town Board ("Board") of Ogema Township ("Town") is the governing body for the Town and is responsible for the management and oversight of the Town's property; and

WHEREAS, the Board acknowledges that the Ogema Town Hall is a public building and that this building could be used for community or private functions; and

WHEREAS, the Board determines it is in the best interest of the Town and the public to develop a policy establishing rules and requirements regarding the rental and use of the Town Hall and its grounds. .

NOW, THEREFORE, BE IT RESOLVED, the Board hereby adopts the following as the rental policy for the Ogema 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 Ogema Township Hall building located at 41040 Alma Razor Road.
 - 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, corporation, or entity that submits a Rental Application to rent the Hall.
 - i. **Town**. "Town" means Ogema Township, Pine County, Minnesota and any references to actions or approvals by the Town are to its Board of Supervisors.

2. **Renters Bound by Policy.** Rental of the Hall constitutes Renter's acceptance of the terms and conditions of this policy and of any additional restrictions imposed on the rental. The Renter assumes full responsibility for any damage caused to the Hall or Grounds in connection with the Event. The Renter shall also be responsible for the actions of the Guests and any damages they may cause. 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; however, such designation does not limit the liability of the corporation or entity for the rental or what occurs during the Event.

3. **Rental Request.** Requests to rent the Hall shall be made in accordance with this section.
 - 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. The Town will only review a complete Rental Application and will notify the Renter of whether the request is approved. All approvals are subject to and conditioned upon all of the following: 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 guests 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 shall not sublet the Hall and shall not transfer or assign the Rental Application or its rental privileges.

 - d. **Cancellation.** Approved rental requests may be cancelled as provided in this section. Except as provided in this policy, 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 14 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 to 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 and must be paid to the Town at least 21 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 Rental Applications must be accompanied by a non-refundable application fee in the amount of \$ 10.00.
- b. **Resident Fees.** Resident fees apply to Renters who are residents of the Town 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 Town as of the date of the Event.
- 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 damages caused to the Hall or Grounds resulting from the occurrence of the Event. The Town Board may deduct from the damage deposit any repair and clean up 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 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 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. If the Renter fails to promptly pay the amount billed, such amount shall constitute a service charge the Town may collect pursuant to Minn. Stat.366.012 on the taxes of any property the Renter owns in the state.
- e. **Fee Amounts.** The rental fee and damage deposit amounts are as follows:

Fee Type	Residents	Non-Residents
Rental Fee	\$ 25.00	\$ 50.00
Damage Deposit (when required)	\$ 50.00	\$ 100.00

5. **Use of the Hall.** The Renter and Guests must comply with all of the following;
- f. **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.
 - g. **Sound Levels.** Sound levels must be controlled so as to not cause damage to the Hall or to unreasonably disturb neighbors.
 - h. **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 Guests and is financially responsible for any damages caused.
 - i. **Alcohol.** No liquor, wine, or beer shall be sold or otherwise exchanged for compensation in connection with the use of the Hall. If alcohol is to be consumed, the Renter must indicate that fact on the Rental Application.
 - j. **Maximum Occupancy.** The total number of people in the Hall for an Event shall not exceed the maximum occupancy established by the fire department.
 - k. **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 Renter 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.
 - l. **Gambling.** Gambling of any nature or manner is prohibited.
 - m. **Smoking.** The Hall is a smoke-free building and smoking of any kind is prohibited in the Hall. Renter must provide for a container to be used for cigarettes outside of the Hall.
 - n. **Parking.** Guests may park on the Grounds but in no way should anyone cause damage to the Grounds or interfere with traffic or safety.
 - o. **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 does not become overcrowded.
 - iii. No open flames, sparklers, or any fireworks are permitted in the Hall or on the Grounds.

- l. **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.
- m. **Assumption of Responsibility.** The Renter assumes full responsibility for its use of the Hall and the Grounds, and for appropriate conduct of all 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 or 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.
- n. **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.
- o. **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.

Adopted this 10th day of January, 2013.

SUPERVISOR	YES	NO	ABSTAIN
Raymond Thieling	✓		
Charles Kramer	✓		
Patrick Kester	✓		

BY THE TOWN BOARD

Raymond L. Thieling
Town Board Chair

Attest: *Robert J. Sunstrom*
Town Clerk

ROBERT SUNSTROM
Ogema Township Clerk, Pine County, Minnesota
Notarial Officer (ex-officio notary public)
My commission (Term) expires 03/10/2020

**RENTAL APPLICATION FOR THE
OGEMA TOWNSHIP TOWN HALL**
41040 Alma Razor Road

Applications must be submitted to the town clerk at least 30 days before the event along with a \$ 10.00 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: _____

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. If alcohol will be present, the Town may require the Renter to hire a licensed law enforcement officer to provide security for the event.

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

Residency. Is the applicant a resident of the Town? ___ Yes ___ No

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 21 days before the event or this application is voided. The applicable fees are those as set by the Town in its Town Hall Rental Policy.

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 Rental Policy.

Applicant's Signature: _____ Date: _____

TOWN 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

Date: _____