

HELGA TOWNSHIP HALL and NARY HERITAGE PARK PAVILION RENTAL POLICY

The Helga Township Board of Supervisors hereby adopts the following as the rental policy for the rental of the Helga Township Town Hall and/or Nary Heritage Park Pavillion.

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 or Pavillion, including any permitted set-up or clean-up periods.
 - c. **Grounds**. "Grounds" means the land immediately adjacent to and surrounding the Hall and the Nary Heritage Park Pavilion that is owned by the Township.
 - d. **Guests**. "Guests" means those who attend the Event.
 - e. **Hall/Pavilion**. "Hall" means the Helga Township Hall building, "Pavilion" means the Nary Heritage Park Pavilion located at 25895 County Road 9, Bemidji, MN 56601.
 - f. **Rental Application**. "Rental Application" means the form developed by the Township to be completed and submitted to the Rental Administrator by proposed Renters to seek permission to rent the Hall or Pavilion.
 - g. **Rental Request**. "Rental Request" means the submission of a completed Rental Application by a proposed Renter seeking permission from the Rental Administration to rent the Hall or Pavilion.
 - h. **Renter**. "Renter" means the person, corporation, or entity that submits a Rental Application to rent the Hall or Pavilion.
 - i. **Township**. "Township" means Helga Township, Hubbard County, Minnesota. and any references to actions or approvals are by the Rental Administrator.

2. Renters Bound by Policy.

Rental of the Hall or Pavilion 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 Guests 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 on the Township website and shall be delivered to the Rental Administrator. All rental requests should be made at least 14 days before the proposed Event. When a completed Rental Application is received, the Rental Administrator 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 the 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. **Rental Hours**. The rental hours for a particular Event shall be as indicated on the Rental Application form and approved by the Rental Administrator. The Rental Administrator 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. Set up and Clean up time, if allotted, will happen on the same day as the rental.

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

d. **Cancellation.** The Rental Administrator reserves the right to cancel a rental request and /or rental. The Rental Administrator will return fees at their discretion.

i. **By Rental Administrator.** The Rental Administrator 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 Township Rental Policy on the rental.

(2) at any time for reasons beyond the Township's control, such as in cases of emergency, unsafe environmental or health conditions, or the interruption of utility services.

If the Rental Administrator cancels a rental request after the application 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, rental fees and damage deposit will be returned. Renter acknowledges and agrees that the Township shall not be liable for any claims of disruption, loss, or damages resulting from the Rental Administrator'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 Rental Administrator will return any rental fees and damage deposit paid by the Renter. A Renter canceling a rental request within 14 days of the Event may forfeit all rental fees paid to the Township, but the Township will return the damage deposit.

4. Rental Fees and Damage Deposit.

The following rental fees and damage deposit apply to the rental of the Hall or Pavilion and must be paid to the Township 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 after the Event. The damage deposit will not be returned if the Renter does not abide by the rental policy and will also require the Renter to pay for any damage or repair that is caused by the Renter or their Guests. If the costs to clean and repair the Hall or Pavilion exceed the amount of the damage deposit posted, the Renter shall be responsible for reimbursing the Township for all costs incurred to clean and repair the Hall or Pavilion, 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 or Pavilion that is due and payable upon receipt.

Two Separate checks will be needed: One check will be made out for the deposit and one for the rental fee.

Non-profit organizations will be required to post the damage deposit of \$100.

5. Use of the Hall or Pavilion

The Renter and Guests must comply with all of the following Policy:

a. **Set-Up and Decorations.** The Township may allow the Renter to enter the Hall or Pavilion 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 Pavilion 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 by anyone one allowed to enter their event.

d. **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. All laws and regulations regarding alcohol must be followed.

- e. **Security.** The Township will require the Renter to have a licensed security officer present during the Event if there is alcohol present 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 security officer, paying for the service, and for providing the security person a copy of this policy.
- f. **Insurance.** The Renter may be required to provide proof of liability insurance before the Event proving coverage in an amount determined by the Township. Insurance will be required for Events with more than 50 people or alcohol being served. 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.
- g. **Gambling.** No illegal gambling allowed.
- h. **Smoking.** The Hall and Pavilion are smoke-free buildings and smoking of any kind is prohibited in the Hall or Pavilion and within 30 feet of the Hall or Pavilion .
- 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 Township.
- kj. **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 or Pavilion does not become overcrowded.
 - iii. No open flames, sparklers, or any fireworks are permitted in the Hall or Pavilion or on the Grounds(except in the designated fire pit area).
- l. **Clean-Up.** The Renter is responsible for cleaning the Hall or Pavilion and must return the Hall or Pavilion to at least the same condition it was in before the rental including:
- All food must be removed from the building
 - Floors, counters, tables, dishes must be cleaned and put away, including no dishes left in the sink or drainer
 - Trash bags must be removed and taken to the garage receptacle
 - All windows and doors must be closed and secured
 - No running water left on
 - All lights must be shut off
 - Doors and windows locked
- M . **Checklist** The Renter will complete the checkout checklist and place it in the wall file labeled Rentals before leaving the premises.

6. **Assumption of Responsibility.**

The Renter assumes full responsibility for the appropriate conduct of all Guests at the Hall or Pavilion during rental hours. The Renter also assumes full responsibility for any loss, breakage, or damage caused to the Hall or Pavilion, the Hall or Pavilion contents, or to the Grounds. The Township is not liable for any loss, damage, injury, or illness suffered during the use of the Hall by the Renter or Guests. The Township is not responsible for any items that are left at the Hall by the Renter or Guests.

7. **Indemnification.**

The Renter agrees to defend, indemnify, and hold harmless the Township, its officers, agents, and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney fees which the Township, 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.