

SCAMBLER TOWNSHIP HALL

RENTAL POLICY

The Town Board hereby adopts the following as the rental policy for the rental of the Scambler Township Town Hall. this section.

Definitions. For the purposes of this policy, the following terms shall have the meaning given them in this section.

Alcohol/Drugs. "Alcohol" means wine, beer, liquor, and any other beverage containing more than one-half of one percent by volume. Illegal drugs are prohibited.

Event. "Event" means the entire period for which a Renter has rented the Hall, including any permitted set-up or clean-up periods.

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

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

Hall. "Hall" means the Scambler Township Hall building located at 18799 State Hwy #34, Pelican Rapids, MN 56572.

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.

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.

Renter. "Renter" mean the person, corporation, or entity that submits a Rental Application to rent the Hall.

Town. "Town" means Scambler Township, Otter Tail County, Minnesota and any references to actions or approvals by the Town are to its Town Board of supervisors.

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.

Rental Request:

Process. All rental requests must be made on the application form provided by the Town and shall be delivered to the Town Clerk. When a completed Rental Application is received, the Town will review the request. 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 Applications; and compliance with all the provisions of this policy and any other applicable rules or regulations.

Rental Hours. Hours are 7:00AM -10:00PM, seven (7) days a week.

Sublet or Transfer. A renter may not sublet the Hall, nor may the application or rental privileges be transferred or assigned.

CANCELLATION:

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 hall 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.

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 cancelling 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.

Rental Fees. Rental fees must be paid to the Town at the time of application.

Resident Fees. Resident fees apply to Renters who are residents of the Township on the date of the Event.

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

Damage. 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.

Fee Type	Residents	Non-Residents
Rental Fee	\$ 100.00	\$300.00
Damage Deposit (refundable)	\$500.00	\$500.00
Alcohol Deposit(refundable)	\$600.00	\$600.00

Use of the Hall. The Renter and Guests must comply with all of the following:

Decorations. Decorations may not be affixed to the Hall in any way that damages the Hall. Confetti, birdseed, rice, or other like items are prohibited.

Sound Levels. Sound levels must be controlled so as to not cause damage to the Hall, or to unreasonably disturb neighbors.

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.

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 services, and for providing the person with a copy of this policy.

Gambling. Gambling of any nature or manner is prohibited.

Smoking. The Hall is a smoke-free building and smoking of any kind is prohibited in the Hall and within 30 feet of the Hall.

Parking. Guests may not park in any way that causes, or interferes with, traffic or safety.

Safety. No furniture, decorations, or other items may be placed in such a way as to block the exits. The Renter is responsible for assuring the Hall does not become overcrowded. No open flames, sparklers, or fireworks are permitted in the Hall or on the Grounds.

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.

Assumption of Responsibility. 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.

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.

SCAMBLER TOWNSHIP TOWN HALL RENTAL APPLICATION
18799 State Hwy 34, PO Box 859, Pelican Rapids, MN 56572
218-863-1339

Name of Applicant: _____

Contact Person:

Name: _____

Address: _____

City: _____ State: _____ Zip _____

Phone: _____

Describe proposed use and any apparatus that will be brought in:

Date of Event: _____ Hours of Use: _____ (no later than 1:00 AM)
Include setup and clean-up time

Number expected (maximum capacity 80 people): _____

Will alcohol be brought/consumed: Yes _____ No _____

Alcohol may NOT be sold or exchanged for compensation. When alcohol is served, the Town may require the renter to hire a licensed law enforcement officer to provide security.

I have read the Town Hall Building rental policy and I agree to ensure that my organization or group and everyone present will abide by these rules. I hold harmless the Town of Scambler of any liability for acts of the person, organization or group using the Town Hall facilities and I hereby guarantee payment for any damage caused to the building or furnishings during the use of the facility. I will be present at the event and will insure that the hall is cleaned, all trash and materials removed, and the Hall returned to its original appearance. No activity shall last later than 10PM.

Signature of Applicant: _____ Date: _____

() Approved subject to any conditions listed below and to payment of all fees.

() Denied.

Conditions: Cleanup Deposit: \$ _____ (refundable) Building Rental Fee: \$ _____ (non-refundable)

Approved by a Scambler Town Board Supervisor:

_____ Date: _____