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# CASCADE TOWNSHIP TOWN HALL RENTAL POLICY

The Township Board hereby adopts the following as the rental policy for the rental of the Cascade 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. **Code.** "Code" means a sequence of numbers that allows Renters access to the lockbox.
  - c. **Event.** "Event" means the entire period for which a Renter has rented the Hall, including any permitted set-up or clean-up periods.
  - d. **Garbage.** "Garbage" means any discarded or unwanted items generated at a Renter's Event (food, paper products, tissues, decoration, etc.).
  - e. **Grounds.** "Grounds" means the land immediately adjacent to and surrounding the Hall that is owned or leased by the Township.
  - f. **Guests.** "Guests" means those who attend the Event.
  - g. **Hall.** "Hall" means the Cascade Township Hall building located at 2025 75<sup>th</sup> Street NE (located at the corner of Highway 63 and 75<sup>th</sup> Street NE), Rochester, Minnesota.
  - h. **Maximum Capacity.** "Maximum Capacity" means the number of persons the Town Hall can accommodate at one Event. The maximum capacity of the Town Hall is one hundred fifty (150) persons. Under no circumstance shall the number of persons at an Event exceed the maximum capacity.
  - i. **Rental Application.** "Rental Application" means the form developed by the Town to be completed and submitted to the Township 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. **Sound Equipment.** "Sound Equipment" means all integrated equipment for producing amplified sound, as in microphones, speakers, jacks, wiring, and mixer.
  - l. **Renter.** "Renter" means the person, association, organization, corporation, or entity that submits a Rental Application to rent the Hall.
  - m. **Town.** "Town" means Cascade Township, Olmsted 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; however, 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 or the assistant town clerk. When a completed Rental Application is received, the Town will notify the Renter whether the request is approved. All approvals are subject to and conditioned upon: the payment of all required rental fees and 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 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. Renters are encouraged to stay within Event reservation period because elected officials, employees, and citizens work and occupy the facility when an Event is not occurring.
  - 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. Application fees may be returned upon consideration.
    - 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. The Town may return any rental fees and damage deposit paid by the Renter upon individual consideration.
4. **Rental Fees and Damage Deposit.** The following rental fees and damage deposit apply to the rental of the Hall.
- a. Rental Fee.** All applications requesting rental of the Hall must be accompanied by an application fee in the amount of **\$75.00** for Township residents or **\$150.00** for non-residents. This fee may be waived at the discretion of the Town Board.
  - 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 of **\$400.00** with the Town prior to the Event. The Renter is responsible for all damages caused to the Hall or Grounds during the Event. The Township may deduct from the damage deposit any repair and/or clean-up costs incurred 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 unless there are recurring rentals by the same Renter. If the costs to clean and repair the Hall exceed the amount of the damage deposit, 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. Decorations may not be affixed to the Hall in any way that damages the Hall. Confetti, birdseed, rice, confetti or other like items are prohibited.
  - b. Sound Levels.** Sound levels must be controlled so as to not cause damage to the Hall structure or equipment or to unreasonably disturb neighbors.
  - c. Sound System.** Sound system equipment is not to be removed from the Hall. Sound system microphones should be turned off and stored in designated room prior to departure.
  - 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 Guests who attend the Event and is financially responsible for any damages caused.

- e. Alcohol.** No Alcohol allowed on the premises.
- 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 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.
- g. Gambling.** Gambling of any nature or manner is prohibited.
- h. Smoking.** The Hall is a smoke-free building, and smoking and vaping of any kind is prohibited in the Hall and within *30 feet* of the Hall.
- i. Cannabis.** Cannabis use and ingestion in any form is prohibited in the Hall and on the township property, including parking lot and driveway.
- j. 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.
- k. Charging Admission.** The Renter may not charge admission for the Event unless approved by the Town.
- l. 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**. The maximum capacity is 150 persons. Under no circumstance shall the number of persons at an Event exceed the maximum capacity.
  - iii.** No open flames, sparklers, or any fireworks are permitted in the Hall or on the Grounds.
- m. 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. All tables and counters must be cleaned. Any dishes belonging to the Town must be cleaned and returned to their proper storage place. All tables and chairs must be returned to their original position. All floors must be swept, vacuumed and/or mopped. Bathrooms must be cleaned and Garbage emptied. The Renter must gather all trash from **ALL** waste receptacles and empty into the trash dumpster located outside. Each Renter is allowed no more Garbage than what the outside dumpster is able to contain with the lid completely closed. Renter is responsible to remove from the premises any Garbage beyond this allotted amount. Any Garbage located above the sides of the dumpster or outside of the dumpster itself will be charged to the Renter at a cost of \$20 per bag to be deducted from the Damage Deposit and/or billed to the Renter as determined by the Town Hall Manager.

6. **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, the garage, the salt shed, 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. **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 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BY THE TOWN BOARD

Town Chairperson

Attest:

Town Clerk