

Athens Town Hall Rental Agreement

The Town Board of Athens hereby adopts the following as the rental policy for the rental of the Athens Township Town Hall.

1. Definitions: For the purpose of this policy, the following terms shall have the meaning given then in the in section.

- a. Alcohol~means any beverage containing more than one- half of the percent alcohol by volume.
- b. Event~ means the entire period for which a Renter has rented the Hall, including any permitted set-up or clean-up periods.
- c. Grounds~ means the land immediately adjacent to and surrounding the Hall that is owned or leased by the Town hall.
- d. Guest~ means those who attend the event.
- e. Hall~ means the Athens Township Hall building located at 883 261st. Ave. N.E, Isanti, MN 55040.
- f. Rental Application~ means the form developed by the Township to be completed and submitted to the Township by proposed Renters to seek permission to rent the Hall.
- g. Rental~ means the person that submits a Rental Application to rent the Hall.
- h. Town~ means Athens, Township, Isanti County, Minnesota and any references to action or approvals by the Township are to its Town Board of supervisors.
- i. Renter~means the person that submits a Rental Application to rent the Hall.
- j. Rental Application~ means the form developed by the Town to be completed and submitted to the Town by proposed Renters to see permission to rent the Hall.

2. Renters Bound by Policy~ Rental of the Hall constitutes Renter's acceptance of the terms and conditions of the 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.

3. Rental 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 notify the Renter of whether the request is approved or denied. All approvals are subjected to and conditioned upon: the payment of all required rental fees and damage deposit. Make the check out to "Athens Township." A Renter may not sublet the Hall. Rental hours will be set depending on Event and indicated on the Rental Application.

4. Cancellation~ Approved rental requests may be cancelled:

- a. **By Town:** The Town may cancel any approved rental requests in any of the following circumstances: (1) at any time if the Renter fails to with any condition imposed by the Town on the rental (2) for any reason if the Town provides a notice of cancellation to the Renter at least 14 days prior to the Event (3) at any time for reasons beyond the Town's control; such cases but not limited to emergency, unsafe environment or health conditions, interruption of utility services and repairs to facilities. Renter acknowledges and agrees that the Town shall not be liable for any claims of disruption, cost, loss, or damages resulting from the Town's cancellation of a rental request as provided in this section.
- b. **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 forfeit all rental fees paid to the Town, but the Town will return the damage deposit. The Renter may attend a board meeting the following month to request in writing reasons why the cancellation happened and the board of supervisors can choose to return the rental cost.

5. Rental Fees and Damage Deposit- The following rental fees and damage deposit apply to the rental of th Hall and must be paid in full to the Town 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 within 30 days after the Event.

- a. **Application Fee:** All private applications requesting rental of the Hall must be accompanied by a non- refundable application fee in the amount of \$ 50.00.
- b. **Damage Deposit:** The Town requires a Renter to post a damage deposit with the Town at least 14 days prior to the Event. The Renter is responsible for all damages caused to the Hall or Grounds during the Event. The Town Board may deduct from the damage deposit any repair, cleanup costs, replacement costs and manual labor costs it incurs to return the Hall to the same condition it was prior to rental. If the cost to return the Hall to its same condition exceeds the Damage Deposit, the Renter shall be responsible for reimbursing the Town for all additional costs. The Town will provide the Renter with a bill containing an itemized list of the costs incurred that is due and payable upon receipt. The Damage Deposit is \$500.00

6. Prohibited During Event:

- a. **Decorations:** may not be affixed to the Hall in any way that damages the Hall. Confetti, birdseed, rice and other like items are prohibited.
- b. **Gambling:** Gambling of any nature or manner is prohibited.
- c. **Alcohol:** Is not allowed on Grounds
- d. **Sound Levels:** Must be controlled so as not to cause damage to the Hall or to unreasonably disturb neighbors.
- e. **Disorderly Conduct:** Disorderly conduct of any king is prohibited and any persons engaging in disorderly conduct are subject to being ejected immediately. The Renter shall be solely responsible for supervising the conduct of those attending the Event and financially responsible to any damages caused.
- f. **Smoking:** The Hall is a smoke free building and smoking of any kind is prohibited in the Hall and within 25 feet of the Hall or any structure on the Grounds.
- g. **Parking:** Guests may not park on any lawn or in any way that interferes with traffic or safety.
- h. **Charging Admission:** The Renter may not charge admission for the Event unless approved by the Town Board Supervisors.
- i. **Safety:** No open flames, sparklers, or fireworks of any kind are permitted. The Renter is responsible for ensuring the Hall does not become overcrowded. No items of any kind are to be placed in such a way that blocks any exits or doorways.

7. Assumption of Responsibility: The Renter assumes full responsibility for the appropriate conduct of all the Guests at the Hall during the Event. The Renter also assumes full responsibility for any loss, breakage, or damage caused to the Hall, the Hall contents, or the Grounds. The Town is not liable for any loss, damage, injury, or illness suffered during the use of the Hall by the Renteror the guests. The Town is not responsible for any items that are left or lost at the Hall by the Renters or the Guests.

8. Insurance: The Renter must deliver proof of liability insurance to the Town at least 7 days prior to the Event. Failure to provide adequate proof of insurance for any reason to the Town will void the rental request and any approvals given by the Town. Required limits: \$50,000 property and \$100,000 personal injury.

9. The Playground and Park: This area is open to the public and unable for private rental even during an Event.

Chairperson signature _____ Clerk _____
 Board member _____ Board member _____
 Board member _____ Board Member _____
 Actual date adopted _____