

## **HAVEN TOWNSHIP HALL USE POLICY**

The Town Board hereby adopts the following as the rental policy for the rental of the Haven 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. **Applicant.** “Applicant” means the person(s), or entity that submits an Application to rent or use the Hall, and the person(s) or entity that rents or uses the Town Hall.
  - c. **Application.** “Application” means the form developed by the Town to be completed and submitted to the Town by proposed person(s) asking permission to rent the Hall.
  - d. **Event.** “Event” means the entire period for which someone uses the Hall, including any permitted set-up or clean-up periods.
  - e. **Grounds.** “Grounds” means the land surrounding the Hall that is owned by the Town.
  - f. **Guests.** “Guests” means those who attend the Event.
  - g. **Hall.** “Hall” means the Haven Township Hall.
  - h. **Request.** “Request” means the submission of a completed Application by the person(s) seeking permission to use the Town Hall.
  - i. **Town.** “Town” means Haven Township, Sherburne County, Minnesota and any references to actions or approvals by the Town are to its Town Board of supervisors.
  - j. **Town Resident.** “Town Resident” or “Resident” means anyone who lives or owns land in Haven Township.
2. **Applicants Bound by Policy.** Use of the Hall constitutes the Applicant’s acceptance of the terms and conditions of this policy. The person who signs the Application to use the Town Hall 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; though doing so does not limit the liability of the corporation or entity. In all cases, the person(s) using the Town Hall, or at least one member of any group (including corporations or entities) must be a Town Resident.

3. **Request to Use the Town Hall.**

a. **Process.** All requests must be made on the application form provided by the Town and shall be delivered to the *town clerk*. All approvals are subject to and conditioned upon: the payment of all required damage and clean up deposit (if required); any modifications, limitations, or additional requirements indicated on the Application; and compliance with all provisions of this policy and any other applicable rules or regulations.

b. **Hours.** The hours for a particular Event or use of the Hall shall be as indicated on the Application. The Town may approve additional hours to set-up for, and clean-up. All persons must vacate the Hall by the end of the designated hours.

c. **Sublet or Transfer.** No one may sublet the Hall or transfer the Application to use the Hall.

4. **Damage and Clean Up Deposit.** The Town Clerk may require a damage and clean up deposit. 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 60 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 person signing the Application and the Applicant shall be jointly and severally liable for reimbursing the Town for all costs the Town incurs to clean and repair the Hall, including all collection costs. The Town will provide 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.** All persons using the Hall must comply with all of the following:

a. **Set-Up and 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. All decorations must be removed and the Hall cleaned on the date of the use by the Applicant.

b. **Sound Levels.** Sound levels must be controlled so as to not cause damage to the Hall 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 Applicant shall be solely responsible for supervising the conduct of those who attend the Event and is financially responsible for any damages caused.

d. **No Alcohol.** No liquor, wine, or beer may be brought or consumed in the Hall or on Town Property.

- e. **Gambling.** Gambling of any nature or manner is prohibited.
  - f. **Smoking.** The Hall is a smoke-free building and smoking of any kind is prohibited in the Hall or on Town Property.
  - g. **Parking.** Guests may not park on the lawn or in anyway that causes damage to the Grounds or that interferes with traffic or safety.
  - h. **Charging Admission.** The Applicant may not charge admission for the Event unless approved by the Town.
  - i. **Safety.**
    - i. No furniture, decorations, or other items may be placed in such a way as to block the exits.
    - ii. The Applicant 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. A Town Board Member may give written permission to civic groups (such as boy scouts, girl scouts, 4-H) for a camp fire or bon fire.
  - j. **Clean-Up.** The Applicant is responsible for cleaning the Hall and must return the Hall to at least the same condition it was in before the rental.
6. **Assumption of Responsibility.** The Applicant assumes full responsibility for the appropriate conduct of all the group members and Guests at the Hall during rental hours. The Applicant 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 anyone. The Town is not responsible for any times that are left at the Hall.
7. **Indemnification.** The Applicant agrees to defend, indemnify, and hold harmless the Town, its officers, agents, and employees against any and all liability, loss, costs, damages, expenses, claims ro 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 Applicant.
8. **Insurance.** The Applicant 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 Applicant 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.

9. **Dispute Resolution.** Any disputes or claims arising out of the Town Hall use, deposit fees and/or clean-up of the Town Hall shall be decided by the Town Clerk. Any party not satisfied by the Town Clerk's decision may appear before the Town Board for a decision. By signing an Application to use the Town Hall, the Applicant agrees that all decisions by the Town Board are final.
  
10. **No Discrimination.** Haven Township does not tolerate discrimination of any kind or nature. All persons and groups using the Town Hall must abide by all Federal and State anti-discrimination laws and rules.
  
11. **Well and Septic.** The Town Hall is served by a private well and on-site sewer septic system. It is advisable to bring bottled water for infants. Only biodegradable, non-meat items may be drained into the septic system.
  
12. **Government Meetings.** This policy does not apply to government sponsored events or meetings when at last one Town Board Member is in attendance.

Adopted: \_\_\_\_\_, 2009

BY THE TOWN BOARD

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Eric Meyer, Town Chairperson

Attest: \_\_\_\_\_  
Michael Znewski, Town Clerk