

SPRING LAKE TOWNSHIP TOWN HALL USE POLICY

I. POLICY

It is the policy of Spring Lake Township (the “Township”) to encourage the use of its Town Hall as a public meeting place as well as place for private gatherings. The Township has established this Town Hall Use Policy for reserving and utilizing the Town Hall. Town Hall rules and regulations under this Policy shall apply to all property owned by the Township and shall be in effect at all times.

II. DEFINITIONS

Applicant shall mean the person, corporation or entity entering into a Rental Agreement, attached hereto as Exhibit A, for use of the Town Hall or part thereof.

Damage/Cleaning Deposit shall mean the sum paid by the Applicant as set forth in Paragraph V of this Policy.

Down Payment shall mean the non-refundable sum paid by the Applicant to reserve its use of the Town Hall.

Event means the entire period for which the Applicant has rented the Town Hall, including any set-up or clean-up periods.

Event Supervisor shall mean the person designated by the Township to unlock, lock and inspect the Town Hall for an Event.

Fee shall mean all amounts, including the Hourly Fee, Down Payment and Damage/Cleaning Deposit charged by the Township for use of the Town Hall and as described in Paragraph V of this Policy.

Rental Agreement shall mean that agreement executed by the Applicant and Township for use of the Town Hall. The form of Rental Agreement is attached as Exhibit A.

Resident shall mean those individuals who reside in Spring Lake Township.

Town means Spring Lake Township, Scott County, Minnesota

Town Hall shall mean the facility located at 20381 Fairlawn Avenue, Prior Lake, MN.

Town Hall Coordinator shall mean that person or person(s) designated by the Township to schedule the use of the Town Hall.

Township Board shall mean the Spring Lake Township Board of Supervisors.

Township Meetings shall mean meetings of the Spring Lake Township Board of Supervisors.

III. SCHEDULING PROCEDURES/FEE PAYMENT

The primary use of the Town Hall will be for the official business of Spring Lake Township, including meetings, programs, events and elections. When the Town Hall is not in use for primary Township purposes the facility will be available for rental on a first-come, first serve

basis. The Township, in its sole discretion, shall have the right to refuse the use of the Town Hall by any Applicant.

- 1) **Reservations.** The Town Hall Coordinator shall be responsible for scheduling of the Town Hall. All requests for use, excluding use by the Township, must be submitted to the Town Hall Coordinator on the approved Rental Agreement form. The Rental Agreement may be obtained from the Town Hall Coordinator. No reservations will be made prior to receipt of the completed Rental Agreement and Down Payment. Events held at the Town Hall may not conflict with regular Township meetings, programs, events or elections.
- 2) **Payment Due Date.** Full payment of the Hourly Fee, and the Damage/Cleaning Deposit are due 15 days prior to the Event. If any of the Fee is not paid when due, the Township shall have the right to terminate the Rental Agreement and allow another applicant to use the Town Hall. In addition, the Township shall have the right to keep the Down Payment as liquidated damages.
- 4) **Sublet or Transfer.** The Rental Agreement or rental privileges may not be transferred or assigned, nor may the Town Hall be sublet. The use of the Town Hall is restricted to the hours and intended use of the hall as stated on the Rental Agreement. The Township shall have the right to terminate a Rental Agreement if any Applicant misrepresents the purpose of an event.
- 5) **Cancellation.** In the event of a cancellation, the Town Hall Coordinator should be notified as soon as possible. Cancellation will result in forfeiture of the Down Payment. Cancellations received within 15 days of the Event will result in forfeiture of the full Usage Fee. However, the Damage/Cleaning deposit will be refunded.

IV. USAGE CATEGORY FEES

- 1) **Usage Fees.** The Usage Fees for rental of the Town Hall are as follows:

Residents	\$50 per hour, 2 hour minimum, \$400 maximum
Non-Residents	\$60 per hour, 2 hour minimum, \$500 maximum
Non-Profit Meetings	\$50 per hour
Non-Profit Events	\$100 per Event
Governmental Agencies	no charge

- 2) **Down Payment.** A down payment equal to one-fourth (1/4) of the total Usage Fee shall be payable by check with the Applicant's execution of the Rental Agreement. In no event shall the Township be obligated to refund any portion of the Down Payment.
- 3) **Damage/Cleaning Deposit.** A damage/cleaning deposit of \$500.00 must be paid by separate check 15 days prior to the Event. The Damage/Cleaning Deposit shall be returned to the Applicant provided: a) the Town Hall is maintained in good order and has been cleaned according to the rules stated in Exhibit C; b) no claims by the Township for damage or

cleaning have been made; c) the Applicant has paid in full all Fees; and d) the covenants as set forth in this Policy were adhered to.

- 5) **Returned Checks.** Checks returned for non-payment are subject to a service charge not exceeding \$40.00.

V. INSURANCE AND INDEMNIFICATION

- 1) **Insurance.** Applicant shall be required to provide the Township with a certificate of liability coverage through their homeowner's insurance policy, with a minimum coverage of \$500,000. This certificate of insurance must name Spring Lake Township as an additional insured for their Event.
- 2) **Indemnification.** Applicant, hereby agrees to indemnify and hold harmless Spring Lake Township, its Board, employees, or contractors against all claims, damages or causes of action for damages and related expenses arising out of, or brought on account of, injury to any person or persons or property, or loss of life, resulting from Applicant's occupancy of, and use of, the Town Hall and its operations therein. The Township agrees that Applicant has provided protection in the amount of at least \$500,000 against this obligation to hold the Township harmless through the insurance coverage provided by Applicant as set forth in Paragraph V.1) above. The Applicant agrees to sign the Indemnification Form attached as Exhibit B.

VI. GENERAL POLICIES AND PROCEDURES

- 1) **Rental Hours.** The Town Hall is available for rental during the following hours:

Sunday – Thursday	6:00 a.m. to Midnight
Friday or Saturday	6:00 a.m. to 1:00 a.m.

Guests should leave the Town Hall so that clean up can be completed and the Town Hall is vacated by the end of the rental hours as stated in the Rental Agreement.

- 2) **Decorations.** The Applicant must consult with the Town Hall Coordinator regarding any decorating plans. Candles used by the Applicant must be enclosed in hurricane glass, vases or other receptacles, and must be approved by the Town Hall Coordinator. Decorations, banners, or signs may be affixed to acoustical panels with push pins. Nothing may be affixed to painted walls. Permanent signage provided by the Township may not be removed and/or covered up. Confetti, rice, birdseed or other like items are prohibited within the Town Hall or the surrounding Township property.

All decorations, supplies, and property of the Applicant must be removed prior to the closing time of the Event. If the Township stores anything for the Applicant

following the Event, an additional Fee may be deducted from the Damage/Cleaning Deposit.

- 3) **Use of Kitchen.** A catering/serving kitchen is available in the Town Hall. Under State Health Department regulations, full food preparation is prohibited. Under no circumstances shall food, food particles, grease, oils, food by-products or other inappropriate substances be deposited into the Town Hall plumbing system whether through the kitchen sink, bathroom facilities, or otherwise. Waste receptacles for these materials have been provided in the kitchen.

After use, the kitchen must be cleaned and left in good order. A list of specific cleaning responsibilities is attached to this Rental Policy as Exhibit C. If the kitchen is not properly cleaned there will be a deduction from the Damage/Cleaning Deposit.

- 4) **Alcoholic Beverages.** Consumption of alcohol is limited to the confines of the Town Hall and its veranda. No alcohol shall be consumed in the parking lot or other areas of Fish Lake Park.

Service of alcohol shall cease 30 minutes prior to conclusion of the Event. Alcohol consumption shall cease at the conclusion of the Event.

No liquor, wine or beer shall be sold or otherwise exchanged for compensation unless the sale of these beverages is approved by the Township and performed by a caterer licensed by the State of Minnesota to sell alcohol. At least 15 days prior to the Event the catering company must provide the Town Hall Coordinator with proof of licensure and a certificate of liability insurance naming Spring Lake Township as an additional insured. The catering company's certificate of insurance must have minimum general liability coverage of \$500,000.00.

- 5) **Security/Supervision.** The Township reserves the right to determine if a security and/or sheriff's officer will be needed in connection with the Event, and the number of officers required. At the sole cost and expense of the Applicant, Applicant shall retain the services of a security and/or sheriff's officer as required. If the Township determines that a security and/or sheriff's officer is required and Applicant fails to retain a security and/or sheriff's officer, the Township shall have the right to terminate the Rental Agreement.
- 6) **Clean up.** The Applicant is responsible for cleaning the Town Hall and must return it to at least the same condition it was before the rental. A list of specific cleaning responsibilities is attached to this Rental Policy as Exhibit C.
- 7) **Disorderly Conduct.** Disorderly conduct of any kind is prohibited and any person engaging in disorderly conduct is subject to being ejected from the

premises. The Applicant shall be solely responsible for supervising the conduct of those attending the Event and is financially responsible for any damages caused.

- 8) **Safety.**
 - No furniture, decorations, or other items may be placed in such a way as to block the exits.
 - The capacity of the Town Hall is 175. The Applicant is responsible for assuring the Town Hall does not become overcrowded.
 - No open flames, sparklers, or fireworks are permitted in the Town Hall or on the grounds of Fish Lake Park.

- 9) **Assumption of Responsibility.** The Applicant assumes full responsibility for the appropriate conduct of all the group members and Guests at the Town Hall during the rental hours. The Applicant also assumes full responsibility for any loss, breakage, or damage caused to the Town Hall, its contents, or the grounds. The Town is not liable for any loss, damage, injury or illness suffered during the use of the Town Hall by the Applicant or the guests. The Town is not responsible for any items that are left at the Town Hall by the Applicant or the guests.

- 10) **Sound Levels.** Sound levels must be controlled so as to not cause damage to the Town Hall or to unreasonably disturb neighbors. No outdoor music is allowed.

- 11) **Parking.** Guests must park vehicles and equipment only in the parking lot. No parking is allowed on the lawn or sidewalks or in anyway that causes damage to the grounds or that interferes with traffic or safety.

- 12) **Charging Admission.** The Applicant may not charge admission for the Event unless approved by the Town.

- 13) **Tobacco/Smoking.** The Spring Lake Township Town Hall is a tobacco free building. Smoking is allowed on the veranda. Smokers must place all smoking materials in the receptacles provided.

- 14) **Weapons.** Spring Lake Township bans weapons on its property. However, weapons used for ceremonial or security purposes may be allowed with prior written consent of the Township.

- 15) **Gambling.** Gambling of any nature or manner without a permit is prohibited.

- 16) **Event Supervisor.** The Town Hall Coordinator shall coordinate arrangements with the Event Supervisor. This person will open the Town Hall, inspect the facility both before and after the Event, lock the Town Hall after the Event and be the primary contact for any issues which arise during the Event.

Should the Event end prior to the scheduled ending time, the Applicant must notify the Event Supervisor and remain on-site until the Event Supervisor arrives

to inspect the premises and close the Town Hall. The Event Supervisor will provide the Applicant with their name and contact information at the start of their rental.

VII. MISCELLANEOUS

Completion of the User Agreement constitutes Applicant's acceptance of the terms and conditions of this policy. The Applicant assumes full responsibility for any damage caused in connection with the Event and for the actions of those who attend the Event. If the Applicant is a corporation or entity, an officer or agent of the corporation or entity must be designated on the User Agreement 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.