

The Town Board of Supervisors adopts the following as the rental policy for the use of the Watab Town Hall located at 660 75th Street NW, Sauk Rapids, Minnesota, 56379.

Section 1. Definitions

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

1. **Alcohol** means wine, beer, liquor, and any other beverage containing more than one-half of 1% alcohol by volume.
2. **Event** means the period for which a Renter has rented the town hall for an event, which includes the set-up and clean-up time immediately before and after the event.
3. **Grounds** means the land immediately adjacent to and surrounding the town hall that is owned by the Township.
4. **Guests** means those who attend the event.
5. **Township Hall** means the Watab Township Hall building and grounds.
6. **Non-Resident** means a person(s), corporation(s), or entity that does not live or own property within Watab Township.
7. **Rental Application** means the form developed by the Township to be completed and submitted to the township by proposed Renters to see permission to rent the Hall.
8. **Rental Request** means the submission of a completed Rental Application by a proposed Renter seeking permission from the Township to rent the Hall.
9. **Renter** means the person(s), corporation, or entity that lives or owns property within Watab Township. Renter must be age 21 or older.
10. **Resident** means the person(s), corporation, or entity that lives or owns property within Watab Township.
11. **Township** means Watab Township, Benton County, state of Minnesota and any references to actions or approvals by the Township are to its Town Board of Supervisors.

Section 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; doing so does not limit the liability of the corporation or entity for the rental or what occurs during the event.

Section 3. Rental Request

The following process must be followed for a rental request:

1. **Application:** All rental requests must be made on the application form provided by the Township and shall be delivered to the Town Clerk. You may contact the Clerk by phone or email to determine if the date in which you are interested is available. All rental requests should be made at least 2 weeks (14 days) before the proposed event. Priority will be given to Residents for Christmas and Graduation rental dates. When a completed Rental Application is received, the Township Clerk will notify the Renter whether the request is approved. All approvals are subject to and conditioned upon the following: the payment of all required rental fees and a damage deposit, any modifications, limitations, or additional requirements indicated on the Rental Application, execution by the Renter of a Rental Agreement waiving any Township responsibility or liability and agreeing to pay any and all costs or expenses incurred by the Township as a result of the event, compliance with all the provisions of this policy, and any other applicable rules or regulations.

2. **Rental Hours:** The rental hours for an event shall be between the hours of 8 am and 10 pm. The Town may approve additional hours to set up for and clean-up after an event at a separate time, but this will be subject to an additional fee.

A Town Board officer will open and close the hall at the designated times for the rental on the Rental Application. The Renter and all attendees must vacate the Hall by the end of the designated rental hours.

3. **Sublet or Transfer:** A renter may not sublet the Hall, nor may the application or rental privileges be transferred or assigned to another person(s), corporation, or entity.
4. **Cancellation:** Approved Rental Requests may be cancelled as provided in this section. Application fees are non-refundable and will not be returned if a Rental Request is cancelled by the Renter within 30 days of the event, except if due to bad weather, in which case the application fee may be transferred to an alternate date or returned.
 - A. **By Town:** The Township may cancel any approved Rental Request in any of the following circumstances: (1) Renter has not filed the required damage deposit, rental fee, or proof of insurance; (2) for any reason if the Township provides notice of cancellation to the Renter at least 30 days before the event; (3) in the event that the Township determines at its sole discretion that the event will endanger the welfare of participants or Township residents; (4) at any time for reasons beyond the Township's control, such as in cases of emergency, unsafe environmental or health conditions, bad weather, or the interruption of utility services. If the Township 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 Township shall not be liable for any claims of disruption, loss, or damages resulting from the Township's cancellation of a Rental Request as provided in this section.
 - B. **By Renter:** A Renter may cancel a Rental Request up to 30 days before an event. The Town will return any rental fees and damage deposit paid by the Renter. A Renter cancelling a Rental Request within 30 days of an event forfeits all rental fees paid the Township, but the Town will return the damage deposit if one was paid.

Section Four. Limitations on Use

The Hall may only be used for events sponsored by local organizations or non-profits that have as their primary function service to residents (civic groups, non-profit groups, schools, government agencies, or political parties recognized by the state of Minnesota) or for private, family events sponsored by Residents or Non-Residents.

Section Five. Rental Fees and Damage Deposits

The following Rental fees and damage deposits apply to the Rental of the Hall and must be paid to the Township Clerk at the time of application/reservation. Rental fees are non-refundable, except that any unused portion of the damage deposit will be returned to the Renter within 21 days after the day of the scheduled event.

- A. **Application Fee.** All applications requesting rental of the Hall must be accompanied by a non-refundable application fee.
- B. **Resident Fees.** Resident fees apply to Renters who pay taxes in Watab Township. If a corporation or organization is renting the Hall, it will only be considered if a resident or most its officers or members pay property taxes within the Township.
- C. **Damage Deposit.** The Town requires a Renter to post a damage deposit at least 14 days before the event. This is payable by a **separate check** from the application fee. 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 and clean-up costs it incurs to return the Hall to the same condition it was prior to the rental. If the amount of the cost to clean and repair the Hall or Grounds exceeds the amount of the damage deposit posted by the Renter, the Renter shall be responsible for reimbursing the Township for all costs the Township incurs to clean and repair the Hall or Grounds, including all collection costs. The Township will provide the Renter a bill containing an itemized account of the costs incurred to clean and repair the Hall or grounds, which is due and payable upon receipt.

D. Set Up Fee. If the Renter requires the Township to open or close the Hall an additional time besides the scheduled event time, an additional fee of \$25 is required.

Fee Type	Social Event	Non-Profit	For-Profit Groups
Resident Rental Fee	\$75.00	\$0.00	\$75.00
Non-Resident Fee	\$100.00	\$00.00	\$100.00
Set Up Fee*	\$25.00	\$25.00	\$25.00
Damage Deposit	\$100.00	\$0.00	\$100.00
Damage Deposit if Alcohol is served	\$250.00	\$250.00	\$250.00

*The **Set-up Fee** is only applicable if the Renter wants to come into the Hall at a separate time from the Rental hours.

Section Six. Use of the Town Hall

The Renter and guests must comply with all the following:

1. **Set Up and Decorations.** The Township may allow the Renter to enter the Hall before the rental hours to set up or decorate for the event for the separate \$25 additional fee as indicated in the Fee Section. Decorations may not be affixed to the Hall in any way that damages the Hall. Confetti, bird seed or rice or other like items are prohibited. Tape affixed to painted walls may remove the paint; also, putting pins or nails into the walls is prohibited.
2. **Sound Levels.** Sound levels must be controlled to not cause damage to the Hall or to unreasonably disturb the neighbors.
3. **Disorderly Conduct.** Disorderly conduct of any kind is strictly 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 damage caused.
4. **Alcohol.** No liquor, wine, or beer shall be sold or otherwise exchanged for compensation during the use of the Hall. If alcohol is to be consumed, the Renter must indicate that fact on the Rental Application and must comply with Minnesota Law. You will be held responsible for controlling your guests, must not provide alcohol to minors, and must agree in writing to fully indemnify and hold harmless the Township from any claim or cause of action of whatever nature related to the provision of Alcohol at an event and any occurrence resulting from said provision of alcohol at the event.
5. **Security.** The Township may, at its discretion, require the Renter to have a licensed law enforcement official present during the event to provide security and to help enforce the provisions of this policy. The Renter shall 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.
6. **Gambling.** Gambling of any nature or manner is prohibited.
7. **Smoking.** The Township Hall is a smoke-free building and smoking of any kind is prohibited in the Hall and with 30 feet of the Hall.
8. **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 on 75th Street or other adjacent streets.
9. **Charging Admission.** The Renter may not charge admission for the event unless approved in advance by the Township Board of Supervisors.
10. **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. The Hall is rated for a maximum of one hundred occupants. No open flames, sparklers, or any fireworks are permitted in the Hall or on the Grounds.
11. **Clean-Up.** The Renter is responsible for cleaning the Hall to its condition prior to the event. All garbage must be bagged. All lights must be turned off in the building and toilets must be flushed.

12. **Grounds.** Grounds may be used for games. However, please note that nothing can be pounded into the ground without supervision from the town board due to potential damage to the underground sprinkler system.

Section Seven. Assumption of Responsibility

The Renter assumes full responsibility for the appropriate conduct of all the group members and guests at the Hall during the 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 Township is not liable for any loss, damage, injury, or illness during the use of the Hall by the Renter or the guests. The Township is not responsible for any items that are left at the Hall by the Renter or their guests.

Section Eight. Indemnification

The Renter agrees to defend, fully indemnify, and hold harmless the Township, its officers, agents, or employees against all liability, loss, costs, damages, expenses, claims or actions, including attorney fees which the Township, its officers, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or because of any act, failure to act, or omission of the Renter or guests.

Section Nine. Insurance

The Renter, if an individual or for-profit group, shall provide proof of liability insurance before the event. Proof of insurance must be provided with the application and must be in force on the date of rental. Failure to provide adequate proof of insurance as required by the Township will void the Rental Request and any approvals given by the Township. Check your homeowner's property insurance coverage to determine if it covers off-site events or procure liability insurance for the event.