

# DUNN TOWNSHIP HALL RENTAL POLICY

The Town Board hereby adopts the following as the rental policy of the Dunn 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. **Event**. “Event” means the entire period for which a renter has rented the hall, including any permitted set-up or clean-up periods.
  - c. **Grounds**. “Grounds” means the land immediately adjacent to and surrounding the hall that is owned or leased by the town.
  - d. **Guests**. “Guests” means those who attend the Event.
  - e. **Hall**. “Hall” means the Dunn Township Hall building located at 47979 East Lake Lizzie Road, Pelican Rapids, MN 56572
  - f. **Rental Application**. “Rental Application” means the form developed by Town to be completed and submitted to the Town by proposed Renters to seek permission to rent the Hall.
  - g. **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.
  - h. **Renter**. “Renter” means the person, corporation, or entity that submits a Rental Application to rent the Hall.
  - i. **Town**. “Means” Dunn Township, Otter Tail 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; though 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**. All rental requests must be made at least 60 days before the proposed Event. When a completed Rental Application is received, the Town will notify the Renter of whether the request is approved. All approvals are subject to and conditioned upon: the payment of all required rental fees and a damage deposit; any modifications, limitations, or additional requirements indicated on the Rental Application; and compliance with all provisions of this policy and any other applicable rules or regulations.

- b. **Rental Hours**. The rental hours for a particular Event shall be indicated by the Town on the Rental Application form and approved by the Town. the Town may approve additional hours to set-up and clean-up after, the Event. The Renter and all attendees 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.
  - c. **Sublet or Transfer**. A Renter may not sublet the Hall, nor may the Application or rental privileges be transferred or assigned. If the Town discovers that a Resident has rented the Hall in his name and it is actually used by someone else the Town shall keep that portion of the damage waiver to cover the difference in the Rental Charge. Also remember that the Renter is fully responsible for all damage to the Hall.
  - d. **Cancellation**. Approved rental requests may be cancelled as provided in this section.
    - 1. **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 pay the required damage deposit within the time set, failing to pay the rental fee in full by the time set or failing to provide for security by a law enforcement officer or licensed security agent 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 the Renter's failure to provide payment, 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. The 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.
    - 2. **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 less than 14 days prior to the Event forfeits all rental fees paid to the Town. The Town will return the damage deposit.
4. **Rental Fees and Damage Deposit**. The following rental fees and damage deposit apply to the rental of the Hall and must be paid to the Town at least 60 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 day of the Event. **Checks will be cashed immediately upon receipt.**
- a. **Damage Deposit**. The Town requires the Renter to post a damage deposit with the Town when the rental application is submitted. 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. Any unused portion of a damage deposit will be returned to the Renter within 30 days of the rental. If the costs to clean and repair the Hall exceed the amount of the damage deposit posted, 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.

<b>b. Fee Type</b>		
Rental Fee	\$300	
Damage Deposit	\$400	

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, inside or outside, of the Hall. Decorations shall be limited to the tables. Signs may be set up on easels provided by the renter. The following items are prohibited: Candles, birdseed and rice.
  - b. **Sound Levels.** Sound levels must be controlled so as not to 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 removal. **The Renter shall be solely responsible for supervising the conduct of those who attend the Event and is financially responsible for all damages caused.**
  - d. **Kitchen facilities.** The kitchen is not licensed for food preparation. All food must be catered.
  - e. **Alcohol.** No liquor, wine, or beer shall be sold or otherwise exchanged for compensation in connection with the use of the Hall. If alcohol is to be consumed, the Renter must indicate that fact on the Rental Application. No alcohol will be distributed after 12p.m./midnight.
  - f. **Security.** The Town requires the Renter to have one or more licensed law enforcement officers or registered security agents present during the Event to provide security and to help enforce the provisions of this policy. The number of security persons needed will be determined by the Town Board. The Renter will be responsible for making arrangements to provide security and paying for the service. The Town requires the renter to provide proof that arrangements have been made for security with either a Pelican Rapids Police officer (218-863-1351) or with American Security and Protection (218-841-4677).
  - g. **Gambling.** Gambling of any nature or manner is prohibited.

- h. **Smoking.** The Hall is a smoke-free building and smoking of any kind is prohibited in the Hall and within **30 feet** of the Hall.
  - i. **Parking.** Guests may not park in any way that causes damage to the Grounds or that interferes with traffic or safety.
  - j. **Charging admission.** The Renter may not charge admission for the Event unless approved by Dunn Township.
  - k. **Safety.**
    - 1. No furniture, decorations, or other items may be placed in such a way as to block the exits.
    - 2. The Renter is responsible for assuring the Hall does not become over crowded. The Dunn Town Hall has seating capacity of 150 persons. Overall maximum capacity is 250 persons.
    - 3. No open flames, sparklers, or any fireworks are permitted in the Hall or on the grounds.
  - l. **Hall Contents Removal.** No furniture, equipment, or any items in the Hall shall to taken outside of the building.
  - m. **Clean-up.** The Renter is responsible for cleaning the Hall and must return the Hall to at least the same condition it was before the rental.
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, or 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, agent, 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.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BY THE TOWN BOARD

\_\_\_\_\_  
Town Chairman

Attest: \_\_\_\_\_  
Town Clerk

**RENTAL APPLICATION FOR THE  
DUNN TOWNSHIP TOWN HALL  
47979 East Lake Lizzie Road  
Pelican Rapids, MN 56572**

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Applications must be submitted to the town clerk at least 60 days before the Event.

Contact Clerk at **Town Hall:** (218)863-2099 **Home:** (218)863-5832

Mailing Address: **Dunn Township-24233 Allen Lane-Pelican Rapids, MN 56572**

Date of the Event: \_\_\_\_\_ Type of Event: \_\_\_\_\_

**Application Information.**

Name of Applicant: \_\_\_\_\_ Date of Application: \_\_\_\_\_

Address: \_\_\_\_\_

Phone \_\_\_\_\_

(Home/Work/Cell): \_\_\_\_\_

**Rental Hours.** Start Time: \_\_\_\_\_ Ending Time: \_\_\_\_\_ (no later than) **1:00 AM**

**Set-up and Clean-up Times.** Applicant may request additional time to set-up for the event or to clean-up after the event.

Set-up Date & Times: \_\_\_\_\_ Clean-up Date & Times \_\_\_\_\_

**Alcohol.** Will any alcohol be brought to or consumed at the event? \_\_\_\_ Yes \_\_\_\_ No

**IMPORTANT:** Alcohol may **not** be sold or otherwise exchanged for compensation in any way in connection with the use of the Hall. The Town requires the Renter to hire a licensed law enforcement officer to provide security for the event.

**Security.** A copy of the contract with the licensed law enforcement officer or registered security agent must be on file in the township office at least 14 days before the event.

Please check one of the following:

Pelican Rapids Police Officer \_\_\_\_\_

American Security & Protection Agent \_\_\_\_\_

**Residency.** Is the applicant a resident of the Town? \_\_\_\_ Yes \_\_\_\_ No

**Rental Fees & Damage Deposit.** The Rental Fees and damage deposit must be paid to the Town when the application is submitted or this application is voided.

**Exception.** Groups of 25 or less, or non-profit groups may be exempted from these conditions.

Applicant understands and agrees that if its application is approved, applicant is fully responsible for the event and is subject to the terms and conditions of the Dunn Township Hall Rental Policy.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

