

**TWIN LAKES TOWNSHIP
TOWN HALL RENTAL AGREEMENT**

This Town Hall Rental Agreement (“**Agreement**”) is made and entered into by and between Twin Lakes Township, a Minnesota public corporation, (“**Town**”) and the following user (“**User**”):

Name:	
Address:	
Phone & Email:	

The User desires to rent the Town Hall for the following event (collectively, the “**Event**”):

Event Description:	
Event Date:	
Event Times:	
Set Up Date and Times:	
Clean Up Date and Times:	
Total Event Hours:	
Number of Guests:	

The rental fee (“**Rental Fee**”) and damage deposit (“**Damage Deposit**”) the user is required to pay or submit to the Town for the Event are as follows:

Rental Fee:	\$
Damage Deposit:	\$

The Town and the User may hereinafter be referred to individually as a “party” or collectively as the “parties.”

RECITALS

- A. The Town owns a town hall building located at 1692 Douglas Road, Carlton, MN (“**Town Hall**”).
- B. The Town rents out the Town Hall to individuals or groups, but only in accordance with the Town’s established procedures and subject to the Twin Lakes Township Town Hall Rental

Rules and Regulations ("**Rules and Regulations**"), which are attached hereto as Exhibit A and made a part of this Agreement as if set out in full herein. The Town posts the Rules and Regulations on its website and they shall be considered part of this Agreement even if not physically attached hereto. Any capitalized term used in this Agreement that is not defined herein, shall have the meaning given it in the Rules and Regulations.

- C. The User submitted a Town Hall Rental Application ("**Rental Application**"), which is incorporated herein by reference, to rent the Town Hall for an event ("**Event**") to occur on a particular date or dates ("**Rental Period**") as described in the Rental Application.
- D. The Town has approved the Rental Application, subject to the User entering into this Agreement and complying with the Rules and Regulations.

AGREEMENT

In consideration of the mutual promises and agreements contained herein, and intending to be legally bound, the parties hereby agree as follows:

- 1. **Rental.** The Town agrees to rent the Town Hall to the User for the Event as described in the Rental Application and in this Agreement, subject to compliance with the terms and conditions of this Agreement and the Rules and Regulations.
- 2. **Term.** This Agreement shall go into effect as of the date of the last party to execute it and shall terminate at the end of the rental period as identified in the Rental Application, including any scheduled clean up period. The damage deposit, property damage/missing items, indemnification, and waiver and assumption of risk provisions in this Agreement shall survive termination.
- 3. **Cancellation.** The Town or User may cancel the Event in accordance with the cancellation section in the Rules and Regulations.
- 4. **Rental Fee.** The User is required to pay the Town a Rental Fee for the Event in the amount indicated above, which must be submitted to the Town together with this signed Agreement and at least 14 days prior to the date of the Event. The Rental Fee is based on the hourly rate established in the Rules and Regulations. If the rental period exceeds the scheduled set up, rental, and cleanup periods, the rate shall also apply to any additional time and the Town will deduct the additional charge from the Damage Deposit, if sufficient, or will invoice the User for the additional costs.
- 5. **Damage Deposit.** The User is required to submit a damage deposit to the Town in the amount of \$100.00, which must be submitted to the Town together with this signed Agreement and at least 14 days prior to the date of the Event. The Town reserves the right to require the submission of a larger damage deposit amount if it determines the Event creates a greater risk of damage than other types of events. The User agrees the Town may use the Damage Deposit as provided in the Rules and Regulations and may collect any unpaid clean up or repair amounts as an unpaid services charge under Minnesota Statutes, section 366.012, or pursuant to any other collection method available to the Town under law.

6. **Use of the Town Hall.** The User may use designated public areas of the Town for the described Event during the Rental Period. The Rental Period includes the schedule set up and clean up periods before and after the Event. The User, including the User's guests and invitees, may only use the Town Hall for the approved Event and must comply with the Rules and Regulations.
7. **Alcohol.** ALCOHOL IS NOT ALLOWED IN THE TOWN HALL OR ON THE TOWN HALL GROUNDS.
8. **Entertainment.** No bands, performers, or other entertainment is allowed to occur at the Event unless approved by the Town as part of the Rental Application.
9. **Insurance.** If the Town has indicated as part of the approved Rental Application that the User is required to obtain a separate insurance policy related to the Event, the User shall have the Town named as an additional insured on the policy and the proof of insurance must be submitted to the Town together with this signed Agreement.
10. **Property Damage/Missing Items.** The User agrees to pay the Town for any physical damage to the Town Hall or its contents during the Event. The User also agrees to replace or pay the cost of replacement for any missing items. The Town must approve of any proposed replacement items to ensure they are of at least the same quality as the item being replaced.
11. **Indemnification.** The User shall defend, indemnify, and hold harmless the Town and its officials, employees and agents from any liabilities, judgments, losses, costs or charges (including attorneys' fees) incurred by the Town or any of its officials, employees or agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with the use of the Town Hall by the User or by the User's guests or invitees, except to the extent caused by the sole negligence, gross negligence, or willful misconduct of the Town or its officers, employees, or agents.
12. **Waiver and Assumption of Risk.** The User knows, understands, and acknowledges the risks and hazards associated with using the Town Hall and hereby assumes any and all risks and hazards associated therewith. User hereby irrevocably waives any and all claims against the Town or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the User as a result of using the Town Hall and hereby irrevocably releases and discharges the Town and any of its officials, employees or agents from any and all claims of liability.
13. **Assumption of Responsibility.** The User assumes full responsibility for the appropriate conduct of the User and Guests at the Town Hall during rental hours. The User also assumes full responsibility for any loss, breakage, or damage caused to the Town Hall, the Town Hall contents, or to the Grounds. The Town is not liable for any loss, damage, injury, or illness suffered during the use of the Town Hall by the User or the Guests. The Town is not responsible for any items that are left at the Town Hall by the User or the Guests. The Town may retain or discard any such items at its discretion.
14. **Rules and Regulations.** The User affirms and agrees that he or she has read the attached Rules and Regulations and agrees to be bound by the Rules and Regulations. The User

shall be responsible for ensuring compliance with the Rules and Regulations by the User, the Guests, and anyone else who may attend the Event.

15. General Provisions.

- (a) Entire Agreement. This Agreement, including the recitals, the attached exhibit, and the Town Hall Rental Application (which are incorporated in and made a part hereof), supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the parties and contains the entire agreement.
- (b) Amendments. Any modification or amendment to this Agreement are only effective if they are in writing and signed by both parties.
- (c) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. Any dispute regarding this Agreement shall be brought in district court in Carlton County, Minnesota.
- (d) Waiver. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as or constitute a waiver of such provision or a waiver of any other breach or failure to comply with any other provision of this Agreement.
- (e) Savings Clause. If a court finds any portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties caused this Agreement to be approved on the dates below.

USER:

TOWN:

Signature

Town Chairperson

Date

Town Clerk

Date

EXHIBIT A
Rules and Regulations

(attached hereto)