

TWIN LAKES TOWN HALL RENTAL RULES AND REGULATIONS

The Town Board of Twin Lakes Township, Carlton County, Minnesota hereby adopts these Rules and Regulations applicable to the rental of the Twin Lakes Township Town Hall to a member of the public or a group for an event. These Rules and Regulations are incorporated by reference into, and are made a part of, the Rental Agreement between the Town and a User for an Event. The User, its Guests, and all others attending the Event must comply with these Rules and Regulations.

1. **Definitions.** For the purposes of these rules and regulations, 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 of alcohol by volume.
 - (b) Damage Deposit. "Damage Deposit" means the amount a User is required to provide the Town prior to an Event and which the Town may use to repair any damages to the Town Hall or the Grounds that may occur related to the User's Event.
 - (c) Event. "Event" means the activity or gathering organized or conducted by the User at the Town Hall over the entire period for which a User has rented the Town Hall, including any permitted set-up or clean-up periods.
 - (d) Grounds. "Grounds" means the land immediately adjacent to and surrounding the Town Hall that is owned by the Town.
 - (e) Guests. "Guests" means anyone who attends the Event, regardless of whether they were invited to attend or are an invitee of another attendee. The term does not include the Town Representative.
 - (f) Rental Agreement. "Rental Agreement" means the Town Hall Rental Agreement a User must enter into with the Town to secure the rental of the Town Hall for the Event.
 - (g) Rental Application. "Rental Application" means the form developed by the Town to be completed and submitted to the Town by a proposed User to seek permission to rent the Town Hall for their Event.
 - (h) Rental Fee. "Rental Fee" means the hourly rate a User must pay the Town for the entire period of the Event, including set up and clean up time, to rent the Town Hall. The Rental Fee is different for residents and nonresidents.
 - (i) Rental Request. "Rental Request" means the submission of a completed Rental Application by a proposed User seeking permission from the Town to rent the Town Hall together with the other required submissions. A rental request is not considered complete unless the required Rental Fee, Damage Deposit, and proof of insurance are provided by the timelines established in these Rules and Regulations.

- (j) Rules and Regulations. "Rules and Regulations" means the most current version of these Twin Lakes Township Rental Rules and Regulations.
 - (k) Town. "Town" means Twin Lakes Township, Carlton County, Minnesota and any references to actions or approvals by the Town are to its Board of Supervisors.
 - (l) Town Board. "Town Board" means the Board of Supervisors of Twin Lakes Township, Carlton County, Minnesota.
 - (m) Town Clerk. "Town Clerk" means the person currently serving as the clerk for the Town.
 - (n) Town Hall. "Town Hall" means the Twin Lakes Township Town Hall building located at 1692 Douglas Road, Carlton, MN.
 - (o) Town Representative. "Town Representative" means the person or persons appointed by the Town Board to serve as the Town's representative with respect to the rental of the Town Hall.
 - (p) User. "User" means the person, corporation, or entity that submits a Rental Request to rent the Town Hall and, if approved, the person or entity responsible for the rental.
2. **Users Bound by Rental Rules**. Rental of the Town Hall constitutes User's understanding and agreement that the rental is subject to these Rules and Regulations, as well as the terms and conditions of the Rental Agreement. The User assumes full responsibility for any damage caused to the Town Hall or the Grounds in connection with or related to the Event, and for the actions of the Guests. If a corporation or entity is renting the Town 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. **Priority of Use**. The Town shall have first priority to use the Town Hall for any Town purpose. The priority for all other uses shall be determined on a first-come, first-served basis.
 4. **No Sublet or Transfer**. A User may not sublet the Town Hall, nor may the Rental Request, Rental Agreement, or any other rental privileges be transferred or assigned.
 5. **Rental Request**.
 - (a) Check Availability. A potential User may contact the Town Clerk prior to submitting a Rental Request to check availability, by phone at 218-384-8166, or by email at clerk@twinlaketownship.com. However, the Town Clerk indicating the Town Hall is available on a particular date does not reserve that date or otherwise guarantee it will be available when a Rental Request is submitted and processed.
 - (b) Rental Request. All Rental Requests must be made on the Rental Application form provided by the Town and be delivered to the Town Clerk by appointment or mailed to Twin Lakes Township, P.O. Box 308, Carlton, MN 55718. The Rental Request must be received by the Town Clerk at least four weeks before the date of the proposed Event. The Town will not process a Rental Request if the Town Clerk determines it is

incomplete and may refuse to process any Rental Request if it is received or made complete within four weeks of the proposed Event. The Town will not accept Rental Requests submitted more than one year in advance of the Event.

- (c) Town Approval. The Town will review a complete Rental Request and determine if it is approved. The Town will notify the User if its Rental Request has been approved or denied.
 - (d) Required Submittals. All approved reservations are subject to, and conditioned upon, the User submitting to the Town the signed Rental Agreement, Rental Fee, Damage Deposit, and proof of insurance at least 14 days prior to the date of the Event. Failure to provide any of the required documents or amounts may result in the Town canceling the Rental Request.
6. **Rental Fees**. The Town charges the following hourly Rental Fees for use of the Town Hall. The full amount of the Rental Fee must be received by the Town at least 14 days prior to the Event or the Rental Request is subject to cancellation. The hourly rate applies to the entire period for the Event, including set up and clean up time.
- (a) Hourly Fees. The following hourly fees apply for use of the Town Hall.
 - (1) Resident Fee: \$35.00/hour (Photo ID for Proof of Residency).
 - (2) Non-Resident Fee: \$50.00/hour
 - (b) Resident Fees. Resident fees apply to Users who are residents of the Town on the date of the Event. If a corporation or organization is renting the Town Hall, it will only be considered a resident if a majority of its officers or members are residents of the Town.
 - (c) Non-Resident Fees. Non-resident fees apply to Users who are not residents of the Town as of the date of the Event.
 - (d) Rental Hours. The rental hours for a particular Event shall be as indicated in the approved Rental Agreement. Rental hours must include time needed for both set-up and clean-up. The User and all Guests must vacate the Town Hall by the end of the rental hours. If the actual period of use exceeds the period identified in the Rental Request, the Town will deduct the amount from the Damage Deposit or, if there are not sufficient funds in the Damage Deposit, it shall invoice the User for the additional Rental Fee incurred. A partial hour is rounded up to a full hour for the purposes of determining the additional Rental Fee amount.
7. **Damage Deposit**. The required Damage Deposit for most Events is \$100, but the Town may require a larger Damage Deposit based on the nature of the Event. The amount of the Damage Deposit required for an Event is established in the Rental Agreement. The Damage Deposit must be submitted, together with the Rental Fee, at least 14 days prior to the date of the Event. The User is responsible for all damages caused to the Town Hall or Grounds during the Event. The amount of the Damage Deposit does not limit the liability of the User for any damage or loss caused by the User or the Guests. The Town Board may deduct from the Damage Deposit any repair and cleanup costs it incurs to return the Town Hall to the same condition it was prior to the Event. The Town may also deduct from the Damage Deposit any additional Rental Fee required due to exceeding the hours designated for the Event. If the additional Rental Fees or costs to clean and repair the Town Hall

exceed the amount of the Damage Deposit posted, the User shall be responsible for reimbursing the Town for all such costs, including all collection costs. The Town will provide the User a bill containing an itemized list of the costs incurred to clean and repair the Town Hall that is due and payable upon receipt.

8. **Payment.** The Rental Fee and Damage Deposit must be submitted on separate checks (cash is not accepted). The checks must be made payable to "Twin Lakes Township." Any unused portion of the Damage Deposit will be returned to the User within 30 days after the Event. If Damage Deposit is not used, the check will promptly be voided. If the User fails to pay the amount the Town invoices in additional Rental Fees for exceeding the rental period or for clean up or repair costs that exceed the Damage Deposit within 30 days from the date of the invoice, the Town may collect the amount as an unpaid service charge under Minnesota Statutes, section 366.012, or pursuant to any other collection method available to it under law.
9. **Cancellation.** Approved Rental Requests may be cancelled as provided in this section.
 - (a) **By Town.** The Town may cancel any approved Rental Request in any of the following circumstances: (1) at any time if the User fails to comply with any conditions imposed by the Town on the rental including, but not limited to, failing to file the required Damage Deposit within the time set, failing to pay the Rental Fee in full by the time set, failing to provide for security by a law enforcement when required; (2) for any reason if the Town provides notice of cancellation to the User 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 User'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 User. User 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.
 - (b) **By User.** A User 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 User. A User canceling a Rental Request within 14 days of the Event forfeits all Rental Fees paid the Town, but the Town will return the Damage Deposit if one was paid.
10. **Restrictions on Use.** The User and Guests must comply with all of the following.
 - (a) **Decorations.** Decorations may not be affixed to the Town Hall in any way that damages the Town Hall. This includes not using tape, pins, nails, command hooks, or similar objects on the walls, doors, windows, light fixtures, duct work, or ceilings. The following items are prohibited for use on the Town's property or as decoration to be affixed to the Town Hall or any other Town property: confetti; glitter; crepe paper; paint; glue; stickers; birdseed; rice; candles; or any other items deemed inappropriate by a Town Representative.
 - (b) **Town Property.** No Town tables, chairs, or other property are allowed to be removed from the Town Hall. This includes placing tables and chairs on the lawn outside the Town Hall.

- (c) Doors. Users are prohibited from propping open any of the doors in the Town Hall, or from blocking any of the doors with objects of any kind.
- (d) Sound Levels. Sound levels must be controlled so as to not cause damage to the Town Hall or to unreasonably disturb neighbors. The Town Representative may require the volume of any sound device be lowered if that person determines the volume may be damaging or disturbing to others.
- (e) Disorderly Conduct. Disorderly conduct of any kind is prohibited and any persons engaging in disorderly conduct are subject to being immediately ejected. The User shall be solely responsible for supervising the conduct of those who attend the Event and is financially responsible for any damages caused.
- (f) Alcohol. No liquor, wine, beer, or alcoholic beverages of any kind are allowed in the Town Hall or on the Grounds.
- (g) Gambling. Gambling of any nature or manner is prohibited in the Town Hall or on the Grounds.
- (h) Smoking. The Town Hall is a smoking and tobacco-free building. Smoking is prohibited in the Town Hall and within 30 feet of the Town Hall.
- (i) Parking. Guests must park in the designated parking areas only.
- (j) Charging Admission. The User may not charge admission for the Event unless approved in advance by the Town.
- (k) Particular Users. The Town Representative shall have the authority, subject to appeal of the Town Board, to prohibit or limit use of the Town Hall by a particular User based upon knowledge that the User has caused damage to other public facilities or when disruption, damage, theft, or other unfavorable history is recorded from previous use of the Town Hall.

11. **Safety**. The User and Guests shall comply with the following prohibitions and limitations.

- (a) No furniture, decorations, or other items may be placed in such a way as to block the exits.
- (b) Maximum occupancy of the Meeting Room is 60 people.
- (c) No open flames, sparklers, or any fireworks are permitted in the Town Hall or on the Grounds, nor flammable decorations such as hay, cornstalks, etc.

12. **Clean-Up**. The User is responsible for cleaning the Town Hall and must return the Town Hall to at least the same condition it was in before the rental.

- (a) Garbage must be removed from the premises.
- (b) No items may be discarded in the Town Hall or on the Grounds and littering is prohibited.

(c) Remove all decorations.

13. **Kitchen**. The kitchen at the Town Hall is a "serving" kitchen only and may not be used for cooking or food preparation.
14. **Tables and Chairs**. The Town Hall has a limited number of conference tables and folding plastic chairs which may be used for the event. The User may bring their own tables and chairs into the Town Hall as needed.
15. **Electronic Equipment**. Use of any electronic equipment in the Town Hall is prohibited except under prior approval and direct supervision of the Town Representative.
16. **Town Representative**. The Town Representative will be on site to unlock doors, will be on the premises during the rental hours, and will secure the Town Hall after the event.
17. **Insurance**. User must provide proof of liability insurance before the Event proving coverage in the minimum amount of \$500,000 and must deliver the proof to the Town at least 14 days before the Event. Proof of event insurance can be either a Certificate of Liability Insurance naming the Town as a Certificate Holder, or if covered by a homeowner's policy, a Signed Certificate of Liability from an Insurance Agent. Failure to provide adequate proof of insurance as required by the Town will void the Rental Request and any approvals given by the Town. The Town retains the discretion to require a higher limit of insurance for a particular Event if the Town Board determines there is an increased risk of damage to the Town Hall or potential for injury. If a separate policy is obtained for the Event, it must be issued by an insurance company licensed to do business in Minnesota acceptable to the Town.
18. **No Discrimination**. The Town does not deny access to the Town Hall on the basis of race, religion, sex, creed, age, sexual orientation, or national origin. Allowing any group to use the Town Hall does not imply endorsement of a group's views by the Town.
19. **Accidents/Damage**. Any accidents or damage to the Town Hall must be reported to the Town Clerk following the Event.
20. **Personal Property**. The Town will not be responsible for any personal property belonging to the User or the User's guests or invitees.
21. **Amendments**. The Town Board may amend these Rules and Regulations at any regular or special meeting of the Town Board. Such updated rules and regulations shall apply to any rental agreement executed on or after the effective date of the amendment.

Adopted on this 21st day of February 2024.

BY THE TOWN BOARD

Diane Telle-Iske
Town Chairperson

Attest: Susan M. Cusin
Town Clerk