

## **PALMER PARK PAVILION RENTAL POLICY**

The Town Board hereby adopts the following as the rental policy for the rental of the Palmer Park Pavilion.

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

**Alcohol:** “Alcohol” means wine, beer, liquor, and any other beverage containing more than one-half of one percent alcohol by volume.

**Event:** “Event” means the entire period for which a Renter has rented the pavilion, including any permitted set-up or clean-up periods.

**Grounds:** “Grounds” means the land immediately adjacent to and surrounding the Park Pavilion that is owned or leased by the Town.

**Guests:** “Guests” means those who attend the event.

**Pavilion:** “Pavilion” means Palmer Park Pavilion building located at 4523 – 105<sup>th</sup> Ave, Clear Lake, MN

**Rental Application:** “Rental Application” means the form developed by the Town to be completed and submitted to the Town by proposed Renters to seek permission to rent the Park Pavilion.

**Rental Request:** “Rental Request” means the submission of a completed Rental Application by a proposed Renter seeking permission from the Town to rent the Park Pavilion.

**Renter:** Renter: means the person, corporation, entity that submits a Rental Application to rent the Park Pavilion.

**Town:** “Town” means Palmer Township, Starburne County, Minnesota and any references to action or approvals by the Town are to its Town Board of Supervisors.

**Renters Bound by Policy:** Rental of the Park Pavilion 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 Pavilion, 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.

**Rental Request:**

**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 14 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.

**Rental Hours:** The rental hours for a particular Event shall be as indicated by the Town on the Rental Application form and approved by the Town. The Town may approve additional hours to set-up for, and clean-up after the Event. The Renter and all attendees must vacate the Pavilion by the end of the rental hours, except that the Town may approve specific additional hours a Renter may use to clean the Pavilion after the Event.

**Sublet or Transfer:** A Renter may not sublet the Pavilion, nor may the application or rental privileges be transferred or assigned.

**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 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 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 Renter at least 30 days before the Event; or 3) at any time for reasons beyond the Town's control, such in case 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 Rental'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 Town shall not be liable for any claims of disruption, loss, or damage resulting from the Town's cancellation of a rental request as provided in this section.

**By Renter:** A renter may cancel a rental request up to 14 days before the Event. The Town will return any rental fees paid by the Renter. The \$25.00 application fee, however, is non-refundable and will be retained by the Town. A Renter cancelling a rental request within 14 days of the Event forfeits all rental fees paid to the Town.

**Rental Fees:** The following rental fees apply to the rental of the Pavilion and must be paid to the Town at least 14 days before the Event.

**Application Fee:** All applications requesting rental of the Pavilion must be accompanied by a non-refundable application fee in the amount of \$25.00. If preferred, the entire fee of \$75.00 may be paid at this time.

**Fees:** Rental fee is \$75.00. (\$50.00 plus \$25.00 application fee)

**Use of the Park:** The Renter and Guests must comply with all of the following

**Set-up and Decorations:** The Town may allow the Renter to enter the Pavilion before the rental hours in order to set-up or decorate for the Event. Decorations may not be affixed to the Pavilion in any way that damages the Pavilion. Confetti, birdseed, rice, or other like items are prohibited.

**Sound Levels:** Sound levels must be controlled so as to not cause damage to the Pavilion or to unreasonably disturb neighbors.

**Disorderly Conduct:** Disorderly conduct of any kind is 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 damaged caused.

**Alcohol:** No liquor, wine, or beer shall be sold or otherwise exchanged for compensation in connection with the use of the Pavilion. If alcohol is to be consumed the Renter must indicate that fact on the Rental Application and provide proof of insurance along with the Rental Application.

**Security:** The Town may require the Renter to have a licensed law enforcement officer present during the Event to provide security and to help enforce the provisions of this policy. The Renter will 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.

**Gambling:** Gambling of any nature or manner is prohibited

**Parking:** Guests may not park on the lawn or in anyway that causes damage to the grounds or that interferes with traffic or safety.

**Charging Admission:** The Renter may not charge admission for the Event, unless approved by the Town.

**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 Pavilion does not become overcrowded. No open flames, sparklers, or any fireworks are permitted in the Pavilion or on the grounds.

**Clean-up:** The Renter is responsible for cleaning the Pavilion and must return the Pavilion to at least the same condition it was in before the rental.

**Assumption of Responsibility:** The Renter assumes full responsibility for the appropriate conduct of all the group members and Guests at the Pavilion during rental hours. The Renter also assumes full responsibility for any loss, breakage, or damage caused to the Pavilion, the Pavilion contents, or to the Grounds. The Town is not liable for any loss, damage, injury or illness suffered during the use of the Pavilion by the Renter or the Guests. The Town is not responsible for any items that are left at the Pavilion by the Renter or the Guests.

**Indemnification:** The Renter agrees to defend, indemnify, and hold harmless the Town, its officers, agents, 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.

**Insurance:** The Renter may be required to provide proof of liability insurance before the Event proving coverage in an amount determined by the Town. If proof of insurance is required, the Renter must deliver the proof to the Town at least 7 days before the Event. Failure to provide adequate proof of insurance as required by the Town will void the rental request and any approvals given by the Town. This proof of insurance is required anytime alcohol will be served at an Event.

Adopted this 9<sup>th</sup> day of February, 2004 by the Palmer Township Board of Supervisors