

MILTON TOWN HALL RENTAL AGREEMENT

Summary of Key Points

The attached rental policy for the Milton Township Hall is quite lengthy and contains considerable legal language. This type of policy is recommended when a public building is going to be rented to the public on request. It is recommended that potential renters read the policy in full, but the key points are summarized on this page.

- Rental requests should be made to Madge Alberts, the township rental contact, as far in advance of the event as possible (contact info on p. 1, item 1).
- All renters must provide a check for \$100 for a damage deposit. If the building is left in good condition, the check will be returned uncashed. If not, a portion of it will be used for repair or cleaning as necessary.
- The rental fees can be found in Appendix A. Rates are lower for Milton Township residents.
- Renters will be given a key when the building is opened for them. Renters will be responsible for locking the building and returning the key to Madge Alberts.
- No alcohol is permitted in the building for any event.
- No smoking is allowed in or near the door of the building. Ash receptacles are provided outside.
- The contact person for the event is responsible for the condition of the building and behavior of guests during the event.
- Minors using the building must be supervised by an adult over age 21 at all times.
- There is a sound system that can be used by renters for an additional fee. One of the township supervisors or someone they recommend will need to show renters how to use it.
- Renters are responsible for cleaning the building after the event is over (a maintenance checklist to be used for cleaning is provided in Appendix B.) This can be done immediately after the event, or the next day. The building will be inspected by the rental coordinator after the cleaning is complete. If the building is in good condition, the damage deposit check will be returned immediately.
- A list of equipment provided in the building can be found in Appendix C.
- There is no phone available for public use in the building. If renters need a phone, they should plan to bring cell phones.

MILTON TOWNSHIP HALL RENTAL POLICY

The Town Board hereby adopts the following as the rental policy for the rental of the Milton Township Town Hall.

The Milton Township Hall is available for use by the public for a variety of events. Below is the formal rental policy adopted by the Town Board. A summary of the policy is found on p. 1.

1. **Milton Town Hall Rental Contact:** The contact person for rental of the Milton Town Hall will be, until further notice:

Madge Alberts	Phone:	(507)356-8625
54059 265 th Ave.	E-mail:	dmalbert@pitel.net
Pine Island MN 55963	Fax:	Call to fax
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 mailed, faxed, e-mailed or delivered to the *Milton Hall Rental Contact named above*. All rental requests must be made as far in advance as possible, preferably 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 (if required); any modifications, limitations, or additional requirements indicated on the Rental Application; and compliance with all the provisions of this policy and any other applicable rules or regulations. The fees (if any) and damage deposits must be paid in full no later than one week prior to the event.
 - b) **Rental Hours.** The rental hours for a particular Event, including set-up and clean-up, must be indicated on the Rental Application form and approved by the Town. The Renter and all attendees must vacate the Hall by the end of the rental hours.
 - c) **Sublet or Transfer.** A Renter may not sublet the Hall, nor may the application or rental privileges be transferred or assigned.
 - d) **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.
 - 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 file the required damage deposit within the time set, failing to pay the rental fee in full by the time set; (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 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 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 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. The application fee will not be returned. A Renter canceling a rental request less than 14 days before the Event forfeits any rental fees paid to the Town, but the Town will return the damage deposit if one was paid.

4. **Rental Fees and Damage Deposit**. Rental fees and damage deposit must be paid to the Milton Township Rental Contact at least *7 days* before the Event. Rental fees are not refundable, except as outlined in the cancellation policy above.
 - a. **Resident Fees**. Resident fees apply to Renters who are residents of the Township on the date of the Event. If a corporation or organization is renting the Hall, it will only be considered a resident if a majority of its officers or members are residents of the Township.
 - b. **Non-Resident Fees**. Non-resident fees apply to Renters who are not residents of the Township as of the date of the Event.
 - c. **Damage Deposit**. All renters are required to post a damage deposit with the Town at least 7 days before the date of the Event, even if there is no rental fee for their group. The Renter is responsible for all damages caused to the Hall or Grounds during the Event. If the policies are followed and the building is left in acceptable condition, the damage deposit check will be returned to the applicant within 48 hours after the event. If a portion of the damage deposit must be used for cleaning or repairs, any unused portion of the damage deposit will be returned to the Renter within 40 days after the day of the Event. If the costs to clean and/or 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 an itemized statement of the costs incurred to clean and repair the Hall.
 - d. **A chart of rental fees can be found in Appendix A.**

6. **Use of the Hall**. The Renter and Guests must comply with all of the following policies.
 - a) **Keys/Building Entry**. A Milton Township representative will meet the renter at the Town Hall at a designated time and open the building and disarm the alarm system. The key will be left with the renter. When the event is completed and the building cleaned, the renter will exit the building, following the instructions for closing the building. The renter will need to return the key to the person who opened the building for them. In most cases this will be Madge Alberts, the township rental contact.
 - b) **Set-Up and Decorations**. The Renter may arrange to enter the Hall before the rental hours in order to set-up or decorate for the Event. Decorations may not be affixed to the Hall in any way that damages the Hall. This includes but is not limited to staples, tacks, nails, masking tape, glue, or clear tape. Confetti, birdseed, rice, or other like items are prohibited. Furniture should not be dragged across the floor or carpet to move it. It must be picked up.
 - c) **Food**. The Milton Town Hall is not equipped for food preparation. There is a small kitchen equipped with refrigerator and microwave. Snacks and beverages may be brought in by the renter. If a meal is to be served, the renter must bring it in ready to serve, or arrange for catering. All utensils and equipment will need to be provided by the renter or caterer. ***Absolutely no RED beverages*** are to be served in the Milton Town Hall, due to the risk of staining the floors and carpets.
 - d) **Alcohol**. No alcohol of any kind will be allowed in the building or on the property of the

Milton Township Hall at any time.

- e) **Gambling**. Gambling of any nature or manner is prohibited.
- f) **Smoking**. The Hall is a smoke-free building and smoking of any kind is prohibited in the Hall and within *10 feet* of the Hall. An ash receptacle will be provided at the south end of the front sidewalk.
- g) **Supervision of Minors**. Minors (under age 18) using the Town Hall for any purpose must be supervised by an adult over age 21 at all times.
- h) **Security**. Depending on the nature of the event, 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.
- i) **Parking**. The large parking lot should be adequate to accommodate all guests. Guests may not park on the lawn or in anyway 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 the Town in advance.
- k) **Sound System**. A sound system is available for use with additional rental fees (see fee schedule). The system has no external inputs, and can be used only with the speakers provided. Sound levels must be controlled so as to not cause damage to the Hall or to unreasonably disturb neighbors.
- l) **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 damages caused.
- m) **Safety**.
 - a. The Milton Town Hall has a maximum occupant capacity of 155 persons. At no time should the number of guests at an event exceed that number.
 - b. No furniture, decorations, or other items may be placed in such a way as to block the exits.
 - c. No open flames, candles, sparklers, or any fireworks are permitted in the Hall or on the Grounds.
- n) **Clean-Up**. The Renter is responsible for cleaning the Hall and must return the Hall to at least the same condition it was in before the rental. A clean-up checklist is provided at the end of this policy in Appendix B, and will be given to all renters before the event.
- o) **Inspection**. The Town Hall will be inspected by a Milton Township representative within 24 hours of the event. If it is satisfactorily cleaned, and there is no damage, the damage deposit check will be returned to the renter uncashed within 48 hours. If cleaning or repairs are needed, they will be paid from the damage deposit and any balance will be returned to the renter within 40 days of the event.

7. Assumption of Responsibility. The Renter/Responsible Person assumes full responsibility for the appropriate conduct of all the group members and Guests at the Hall during rental hours. The Renter/Responsible person also assumes full responsibility for any loss, breakage, or damage caused to the Hall, the Hall contents, or to 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, but if items are found, the Town will contact the responsible party and arrange for them to be picked up.

8. 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.

9. 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.

Adopted this _____ day of _____, 20_____.

BY THE TOWN BOARD

Town Chairperson

Attest: _____
Town Clerk

APPENDIX A:

Rental Fees/Damage Deposits for Milton Township Hall

The Milton Town Board wants the town hall to be used for public and private events. Small rental fees have been set to cover expenses associated with building use, including: utilities, septic system, cleaning, time involved for coordination of rentals, opening the building, etc. Questions or comments about rental fees can be directed to Madge Alberts, rental coordinator, David Kennedy, township clerk, or one of the township supervisors.

	Residents	Non-Residents
Damage Deposit – required of all groups	\$100	\$100
Rental Fees:		
1. Meetings of non-profit civic groups with no meal, 25 people or less, 3-4 hours or less	No charge	\$25
2. Private events such as family gatherings, family reunions, class reunions, parties, receptions, etc.		
Under 50 people	\$25	\$50
Over 50 people	\$50	\$100
3. Educational events, classes, workshops:		
Under 50 people	\$25	\$50
Over 50 people	\$50	\$100
4. Use of sound system	\$25	\$50
There will be no rental fee for groups sponsored by Milton Township, or Dodge County government sponsored educational events. This includes the Milton Climbers 4-H Club, Milton Township or Dodge County task forces or committees, others as may be designated by the Town Board. Damage deposits for these groups will be determined on a case by case basis.		

Appendix B: Town Hall Maintenance Checklist

At the end of the event, all renters of the Milton Town Hall are expected to clean the building using the following checklist as a guide. Cleaning equipment and materials are provided in the kitchen and the utility room. The building will be inspected by a Township representative within 24 hours after the event, and if it is in satisfactory condition, the damage deposit check will be refunded in full within 40 days (time must be allowed for the Town Board to meet and approve the refund). If a portion of the damage deposit must be used for clean-up, any balance will be refunded within 40 days.

Main Meeting Area

- Vacuum carpet
- Spot clean any spills on carpet
- Sweep linoleum floors
- If needed, mop linoleum floors with cleaners provided
- Put tables back as they were before the event
- Remove all items brought in
- Remove all decorations
- Clean white-board, if used

Kitchen

- Wipe counters
- Wash out sink and be sure it is completely drained
- Wash and put away any items used from the cupboards
- Clean up any spills in/on equipment such as refrigerator or microwave
- Sweep floors and mop, if needed
- Remove all food brought in
- Empty trash and replace plastic liners. Take full trashbags with you for disposal.

Bathrooms

- Flush all toilets
- Wipe sinks clean
- Sweep floors
- Mop floors if needed
- Replace empty toilet paper rolls
- Empty trash receptacles and take with you for disposal.

Miscellaneous

- Bag up all trash and take it with you to dispose.
A trash dumpster is not available at this time.
- Turn off all lights
- Be sure all windows are closed and locked
- Leave any dirty linens on the kitchen counter.

Appendix C: Town Hall Building Specifications

Main Meeting Area

Approximately 60'x45'; 2500 square feet
Seats 150 at round or rectangular tables

Equipped with:

Tables

- 4 – five foot round tables – Each seats 8
- 3 – eight foot rectangular tables – each seats 8
- 4 – six foot rectangular tables – each seats 6
- 1 old wood table – seats 6
- Total table seating space: 86

Chairs

- 60 new metal chairs with cushion seats
- 32 old wood chairs (in storage room)
- Total chairs 92

Large moveable cork/white board

Sounds system (must be arranged in advance)

Yet to be purchased:

Blinds for windows

Kitchen - Equipped With:

Microwave
Refrigerator
Sink
Waste receptacle
Serving window
3 8 ft. linen tablecloths
dish soap
dishcloths and towels

Restrooms – 2 (mens and women's)

Handicapped Accessible
Equipped with paper towels, toilet tissue, waste receptacles, soap

Utility room

Vacuum cleaner
Mop
Cleaning supplies

Township Supervisors' office

Not accessible to the public