

**Town of Eureka, Minnesota
Town Hall and Grounds Rental Application
Regularly Scheduled Users**

Submit this Town Hall and Grounds (hereinafter referred to as "Town Hall") Rental Application to the Town Clerk at least 30 days prior to anticipated start of use. Please complete all items below. Incomplete applications will not be processed.

DATE AND TIME FOR RENTAL

Requested rental schedule: Sun Mon Tue Wed Thu Fri Sat
Recurring: Weekly Bi-Weekly Monthly Other: _____
Hours requested: Set-up: _____ [am][pm] Clean & locked: _____ [am][pm]
Requested start date for use: _____ End date: _____

INDIVIDUAL INFORMATION

Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone: (Home) _____ (Work) _____ (Cell) _____

ORGANIZATION/COMPANY INFORMATION

Name of Organization/Company: _____
Contact Person: _____
Address: _____
City:: _____ State: _____ Zip Code: _____
Telephone: (Home) _____ (Work) _____ (Cell) _____

EVENT INFORMATION

Describe the intended use, including any regularly occurring entertainment: _____

Estimated attendance: _____ Estimated number of minors attending: _____
Will food be served? YES NO

A security deposit of \$_____ must accompany this application for all events. The security deposit may be paid by cash or check. Checks should be made out to the "Town of Eureka." If the check is dishonored, your event will be cancelled by the Town. See the Town Hall Rules and Regulations for more information concerning the security deposit.

Signature of Applicant

Date

FOR TOWN USE ONLY

Security deposit received: \$_____

Application Approved

YES NO

Security deposit returned: \$_____

Date Returned: _____

In the event that a key is provided a key deposit of \$150.00 is required with this Application. The key deposit may be paid by cash or check. Checks should be made out to the "Town of Eureka." If the check is dishonored, your Application will be returned by the Town as incomplete. See the Town Hall Rules and Regulations for more information concerning the key deposit.

Signature of Applicant

Date

FOR TOWN USE ONLY

Key deposit received: \$_____

Application Approved

YES NO

Key deposit returned: \$_____

Date Returned: _____

**Town of Eureka, Minnesota
Town Hall Rental Agreement
Regularly Scheduled Users**

This Town Hall Rental Agreement (the “Agreement”) is made between the Town of Eureka, Minnesota (the “Town”) _____(the “User”), (collectively, the “Parties”).

WHEREAS, the Town owns a Town Hall that it rents out to individuals or groups; and

WHEREAS, the User has submitted a Town Hall Rental Application (the “Application”) to the Town to use the Town Hall for: _____: and

WHEREAS, the User’s Application has been approved by the Town; and

WHEREAS, the Town has adopted the Town Hall Rental Rules and Regulations (the “Rules and Regulations”) which are attached to this Agreement and incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the Parties agree as follows:

1. Town Hall. The Town rents its Town Hall to the User. Any offices or private areas of the Town Hall may not be used.

2. Term. User shall be entitled to use the Town Hall

3. Rent. User agrees to pay the Town the sum \$____ for each time it uses the Town Hall. By the 10th of each month, the User shall furnish the Town with a schedule of its intended use of the Town Hall for the month following (e.g., by May 10th, the User will submit the schedule of June events). The rent for each month’s planned uses is due by the 25th of the month prior (e.g., May 25th for June events). Changes to the schedule must be submitted to the Town Clerk or other designated representative of the Town at least one week prior to the changed event. If a use of the Town Hall is paid for but then cancelled, the rent will be returned or kept pursuant to the Rules and Regulations.

4. Security Deposit. The User paid a security deposit of \$_____ with the Application. The security deposit will be returned or kept pursuant to the Rules and Regulations.

5. Key Deposit. In the event the User has paid a key deposit with the Application, the key deposit will be returned within fifteen (15) days of the expiration of this Agreement if the User returns the building key issued by the Town. If the building key is lost, the deposit will be used for re-keying the lock, and a new deposit will be required before the User is issued a new key.

6. Food. The Town does authorize food to be served at Town Hall, subject to the User meeting its obligation to properly clean the Town Hall after any use where food is served.

7. Alcohol. Alcohol use or sale is prohibited.

8. Entertainment. The Town authorizes entertainment to be provided as described in the Application, but reserves the right to separately review and approve any entertainment or events which intend to use additional amplification equipment beyond the public-address system built into the Town Hall's main meeting room.

9 Insurance. The User is required to obtain liability insurance for its use of the Town Hall. User agrees to obtain at least the minimum coverage set forth in the Rules and Regulations. The User agrees to provide a certificate of insurance to the Town showing the required coverage at least seven (7) days prior to the first use of the Town Hall. The policy certificate shall name the Town as an Additional Insured. The User shall also keep on deposit with the Town a sum of money equal to the deductible indicated on the insurance policy.

10. Property Damage/Missing Items. The User agrees to pay the Town for any physical damage to the Town Hall, its contents and the surrounding grounds during its use of same. The User also agrees to replace or pay the cost of replacement for any missing items.

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. Rules and Regulations. The User certifies 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's guests or invitees.

14. General Provisions.

A. Entire Agreement. This Agreement 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 shall require a written agreement 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.

D. Captions. Section headings contained in this Agreement are included for convenience only and form no part of the Agreement between the Parties.

E. 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 continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

F. 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.

By signing this agreement, I declare that I have read, understand and agree to all of the terms and condition of this Agreement.

User

Date: _____

The Town Board of Eureka Township, Minnesota duly approved this Agreement on the _____ day of _____, 20____.

By: _____
Chair, Town Board

Attest: _____
Town Clerk

**Town of Eureka, Minnesota
Town Hall Rules and Regulations
For Regularly Scheduled Users**

The Town of Eureka, Minnesota (the “Town”) has adopted the following Town Hall Rental Rules and Regulations concerning the rental of the Town’s Town Hall to a member of the public or a group (the “User”) for recurring use of the Town Hall on a scheduled basis. These Rules and Regulations will be incorporated by reference into any such contract between the Town and a User.

1. Reserving the Town Hall. To reserve the Town Hall on a scheduled basis, the User must submit a Town Hall Rental Application (the “Application”) to the Town Clerk at least 30 days prior to the first intended use of the Town Hall. Applications will not be accepted more than one year in advance of the intended start of scheduled use. Applications will be accepted during the Town’s regular business hours.

2. Town Hall Rental Agreement. After the Town has approved an Application, the User must enter into a written Town Hall Rental Agreement (the “Agreement”) with the Town.

3. Priority of Use. The Town shall have first priority for all governmental activities. The priority for all other uses shall be determined on a first-come, first-served basis.

4. Contacts. The User shall supply, and regularly update as needed, a list of people for the Town to contact with communications about the use of the Town Hall. The Town shall supply, and regularly update as needed, a list of people for the User to contact with communications about the use of the Town Hall.

5. Food. Users may provide their own food and beverage or utilize a professional caterer.

6. Cancellation/Refund Policy. The User is required to present a schedule of planned events approximately a month in advance, and advise the Town of any changes in the schedule a week prior to the date affected by the change. If a change notice is submitted on time, and involves the cancellation of an event previously paid for, no rental fee shall be due. The User is entitled to a refund of the amount paid for the cancelled event within thirty (30) days of delivering the notice, or may, at User’s option, apply the credit for the cancelled event toward the following month’s rent. For cancellation requests received less than one week prior to the changed date, one-half of the rental fee shall be due. There is no fee due for merely changing the dates of events within a month, though notice to the Town is still required. All cancellations and changes must be submitted to the Town Clerk in writing.

The Town reserves the right to cancel the Event. If the Town cancels the event, the User shall be entitled to a full refund of any rent paid. Any refund of the rental fee shall be paid to the User within fifteen (15) days of a cancellation by the Town.

7. Maximum Capacity. The maximum capacity of the Town Hall is _____ persons. Under no circumstance shall the number of persons at an event exceed the maximum capacity.

8. Alterations. The User shall not make any alterations to the Town Hall without the written consent of the Town. Alterations include any items that shall be hung, glued, taped or in any other way affixed to the walls, ceiling, floor, windows or light fixtures of the Town Hall.

9. Building Access. The Town Hall will be available for access at the time reserved, and other times as indicated in the User's Agreement. The User shall ensure that everyone is out of the building before leaving and is responsible for locking the Town Hall following the Event.

10. Access by Town. The User shall permit the Town's officials, employees or agents to have access and to enter the Town Hall at any time during events.

11. Designated Area. Only the area designated in the Town Hall Rental Application may be used. Any offices or other private areas are off limits.

12. Clean Up. The User is responsible for leaving the Town Hall in as good or better condition than found. All tables and chairs must be returned to their original position. All floors must be swept and mopped. Cleaning supplies are in the janitorial closet. The User must empty all garbage into the dumpster behind the Town Hall. Inspection of the Town Hall will be conducted by the Town Clerk or other designated Town representative within 24 hours of the required clean-up.

13. Security. All Events shall be operated and supervised to the satisfaction of the Town. The Town will post the User's schedule of planned events at Town Hall and supply a copy to the Dakota County Sheriff's Office.

14. Minors. If any scheduled event is planned for attendance primarily by persons under age 18, there must be at least one adult present for every eight (8) minors.

15. Admission Fee. The User may not charge an admission fee, sell tickets or solicit donations at the Town Hall without the express written permission of the Town. Offerings made during religious services are exempt from this requirement.

16. Smoking. Smoking in the Town Hall is prohibited at all times.

17. Law/Ordinances. The User must comply with the laws of the State of Minnesota and Town ordinances. The Town has the right to terminate use of the Town Hall during any Event if the User violates any State laws or Town ordinances. All fees shall be forfeited when an Event is terminated for this reason.

18. Insurance Requirements. The Town requires the User to obtain liability insurance for its use of the Town Hall, meeting the following requirements:

- Minimum coverage of \$500,000 per claimant, \$1,000,000 minimum per occurrence.
- Insurance shall cover liability for injury, death, and property damage.
- The insurance policy must be issued by an insurance company licensed to do business in Minnesota and acceptable to the Town.

- The Town must be named as an “Additional Insured” on the policy.
- At least seven (7) days prior to the first use of the Town Hall, the User must give to the Town Clerk a certificate of insurance showing the required coverage.

19. Restricting Use. The Town Clerk shall have the authority, subject to appeal to the Town Board, to prohibit or limit use of the Town Hall by a particular User, or a guest or invitee of a User, based upon knowledge that the person has caused damage to other public facilities (whether owned by the Town of Eureka or not) or when disruption, damage, theft or other unfavorable history is recorded from previous use of the Town Hall.

20. No Discrimination/No Endorsement. 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.

21. Accidents/Damage. Any accidents or damage to the Town Hall must be reported to the Town Clerk following the occurrence.

22. Personal Property. The Town will not be responsible for any personal property belonging to the User or the User’s guests or invitees.