STILLWATER TOWNSHIP Minnesota

13636 90th Street North, Stillwater, MN 55082
clerk@stillwatertownshipmn.gov – (651)439-4120

Town Hall Passive-Use Application

Submit this Town Hall Passive-Use Application to the Town Clerk at least 10 days prior to the event. Please complete all the items below. Incomplete applications will not be processed.

DATE AND TIME OF RENTAL USE

Day of Rental: _____ Rental Hours: _____am/pm to _____am/pm

Date of Event: _____ Event Hours: _____am/pm to _____am/pm

Note: Please include time needed for setting up and cleaning up.

INDIVIDUAL INFORMATION

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: (H) _____ (W) _____ (C) _____

ORGANIZATION/COMPANY INFORMATION

Name of Organization/Company: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: (H) _____ (W) _____ (C) _____

EVENT INFORMATION

Describe event and activities including any entertainment:

_____

Estimate attendance: _____

I AGREE TO THE TOWN HALL RULES AND REGULATIONS.

_____ _____

Signature Date

TOWN HALL USE ONLY

Application Approved: YES/NO

_____ _____

Signature (Township Personnel) Date

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Town Hall Passive-Use Rules & Regulations

The Township of Stillwater, Minnesota (the "Township") has adopted the following Town Hall Passive-Use Rules and Regulations concerning the use of the Township's Town Hall to a member of the public or group (the "User") for an "Event." These Rules and Regulations will be incorporated by reference into any contract between the Township and the User.

1. Reserving the Town Hall - To reserve the Town Hall, the User must submit a Town Hall Passive-Use Application (the "Application") to the Township Clerk at least 10 days prior to the Event. Applications will not be accepted more than one year in advance of the Event. Applications will be accepted during the Township's regular business hours.

2. User Fee – The Township WILL charge a nominal security/damage deposit for Passive-Use of the Town Hall.

   A security/damage deposit of **$200.00** (cash/check only; credit cards are not accepted at this time) must accompany the Application. The deposit will be returned if the Application is denied or if the event is cancelled for any reason by the Township or the User. If the Application is approved, the deposit will be returned to the User within fifteen (15) days after of the Event if there is no damage to the Town Hall or its contents. The Township may withhold a portion or all the deposit if the User does not adequately clean the Town Hall following the Event. The amount of the deposit does not limit the liability of the User for any damage or loss caused by the User or the User's guests and invitees.

   If an Applicant/User would like to use the Town Hall on a more regular basis, requests will be considered and discussed at a Town Board meeting where the request will be denied/approved. Yearly renewal/review of applicants for on-going use basis will take place at the beginning of each calendar year.

   A User fee of **$200.00** per 4-hour rental use may be incurred at the discretion of the Town Board, especially for Users on a more regular on-going basis.

   The passive-use hours include the time necessary for setting up and cleaning up. If the Town Hall is available, the Township, in its sole discretion, may allow the User to set up the day before the Event.

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

Town Hall is not available for passive use during Township Board meetings, Planning Commission meetings, Park Committee meetings, Communication Committee meetings, Annual meetings, or Budget meetings.

4. Food – Town Board Supervisors request food items NOT be brought in during passive-use of the town hall.

5. Maximum Capacity – The maximum capacity of the Town Hall is forty-three (43) persons in the assembly area of the Town Hall and twenty-nine (29) persons in the entry way of the Town Hall. Under no circumstances shall the number of persons at an Event exceed the maximum capacity. At the discretion of Township Officials, Users not following capacity rules will be asked to vacate the property.

6. Alterations – The User shall not make any alterations to the Town Hall without written consent of the Township. 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.

7. Building Access – The Town Hall will be available for access at the time reserved. Arrangements can be made with the Town Clerk. The User shall ensure that everyone is out of the building before leaving and is responsible for communicating with Township Staff for the securing of the Town Hall building following the Event.

8. Access by Township – The User shall permit the Township's Officials, Employees or Agents to have access and the enter the Town Hall at any time during the Event.

9. Designated Areas – Only the area designated in the Town Hall Passive-Use Application may be used. Any offices or other restricted areas are off limits.

10. 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 tidied up and the User must empty all garbage into the dumpster at the north end of the Town Hall parking lot.

11. Smoking – Smoking in the Town Hall is always prohibited.

12. Law/Ordinances – The User must comply with the laws of the State of Minnesota and Township Ordinances. The Township has the right to terminate use of the Town Hall during any Event if the User violates any State Laws or Township Ordinances.

13. Alcohol/Cannabis Policy – The possession, use or sale of alcoholic beverages/cannabis is prohibited in the Town Hall and on government premises.

14. Restricting Use – The Township Clerk shall have the authority, subject to appeal of the Township 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. The Township Board may prohibit kinds of activities

like exercise classes, art classes, or other kinds of uses that may damage the facility.

15. No Discrimination – The Township 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 Township.

16. Accidents/Damage – Any accidents or damage to the Town Hall must be reported to the Township Clerk following the Event. The User shall defend, indemnify and hold harmless the Township and it's officials, employees and agents from any liabilities, judgements, losses, costs or charges (including attorneys' fees) incurred by the Township 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 our 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 Township or its officers, employees, or agents.

17. Personal Property – The Township will not be responsible for any personal property belonging to the User or the User's guests or invitees.

18. 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 Township or any of its officials, employees or agents for any bodily injury (including death), loss of property damage incurred by the User as a result of using the Town Hall and hereby irrevocably releases and discharges the Township and any of its officials, employees or agents from any and all claims of liability.

19. Insurance Requirements – The Township, in its discretion, may require the User to obtain liability insurance for any use of Township facilities. If liability insurance is required, the following requirements apply:
    a. $1,000,000 minimum.
    b. Insurance shall cover liability for injury, death, and property damage.
    c. The insurance policy must be issued by an insurance company licensed to do business in Minnesota acceptable to the Township.