

## ROOSEVELT TOWNSHIP POLICY AND PROCEDURES

### USE OF THE TOWN HALL FACILITIES

The Town Board of Roosevelt hereby adopts the following as the usage policy for the usage of the Roosevelt Township Town Hall.

1. Definitions. For the purposes of this policy, 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 alcohol by volume.
  - b. Event. "Event" means the entire period for which a User has used the Hall, including any permitted set-up or clean-up periods.
  - c. Grounds. "Grounds" means the land immediately adjacent to and surrounding the Hall that is owned or leased by the Town.
  - d. Guests. "Guests" means those who attend the Event.
  - e. Hall. "Hall" means the Roosevelt Township Hall building located at 22613 County Road 2, Brainerd, MN 56401.
  - f. User Application. "User Application" means the form developed by the Town to be completed and submitted to the Town by proposed User to seek permission to use the Hall.
  - g. User Request. "User Request" means the submission of a completed Usage Application by a proposed User seeking permission from the Town to rent the Hall.
  - h. User. "User" means the person, corporation, or entity that submits a User Application to use the Hall.
  - i. Town. "Town" means Roosevelt Township, Crow Wing County, Minnesota and any references to actions or approvals by the Town are to its Town Board of supervisors.
2. Users Bound by Policy. Usage of the Hall constitutes User's acceptance of the terms and conditions of this policy. The User 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 using 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 usage or what occurs during the Event.
3. User Request.
  - a. Process. All usage requests must be made on the application form provided by the Town and shall be delivered to the town clerk. All usage requests must be made at least 14 days before the pro-posed Event. When a completed User Application is received, the Town will notify the User of whether the request is approved. All approvals are subject to and conditioned upon: any modifications, limitations, or additional requirements indicated on the User Application; and compliance with all the provisions of this policy and any other applicable rules or regulations.

b. Usage Hours. The usage hours for a particular Event shall be as indicated by the Town on the Usage Application form and approved by the Clerk. The Clerk may approve additional hours to set-up for, and clean-up after, the Event. The User and all attendees must vacate the Hall by the end of the usage hours, except that the Clerk may approve specific additional hours a User may use to clean the Hall after the Event.

c. Sublet or Transfer. A User may not sublet the Hall, nor may the application or usage privileges be transferred or assigned.

d. Cancellation. Approved usage requests may be cancelled as provided in this section.

i. By Town. The Town may cancel any approved usage 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 usage including, but not limited to, 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.

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 user request as provided in this section.

5. Use of the Hall. The User and Guests must comply with all of the following.

a. Set-Up and Decorations. The Town may allow the User to enter the Hall before the usage 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. Confetti, birdseed, rice, or other like items are prohibited.

b. Sound Levels. Sound levels must be controlled so as to not cause damage to the Hall or to unreasonably disturb neighbors.

c. Disorderly Conduct. Disorderly conduct of any kind is prohibited and any persons engaging in disorderly conduct are subject to being 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.

d. Alcohol. No liquor, wine, or beer shall be sold or otherwise exchanged for compensation in connection with the use of the Hall. If alcohol is to be consumed, the User must indicate that fact on the User Application.

f. Gambling. Gambling of any nature or manner is prohibited.

g. Smoking. The Hall is a smoke-free building and smoking of any kind is prohibited in the Hall.

h. Parking. Guests may not park on the lawn or in any way that causes damage to the Grounds or that interferes with traffic or safety.

i. Charging Admission. The User may not charge admission for the Event unless approved by the Town.

j. Safety.

i. No furniture, decorations, or other items may be placed in such a way as to block the exits.

ii. The User is responsible for assuring the Hall does not become overcrowded. Max of 65 people.

iii. No open flames, sparklers, or any fireworks are permitted in the Hall or on the Grounds.

k. 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.

i. The Hall is not a storage place. Please remove all of your belongings after your usage is done.

6. Assumption of Responsibility. The User assumes full responsibility for the appropriate conduct of all the group members and Guests at the Hall during usage hours. The User 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 User or the guests. The Town is not responsible for any items that are left at the Hall by the User or the guests.

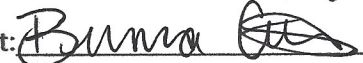
7. Indemnification. The User agrees to defend, indemnify, and hold harmless the Town, its officers, agents, and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney fees which the Town, its officers, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the User or Guests.

8. Insurance. The User 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 User 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 usage request and any approvals given by the Town.

Adopted this 12<sup>th</sup> day of June, 2023

BY THE TOWN BOARD

  
Town Chairperson  
Ann Stafford

Attest:   
Town Clerk  
Breanna Cielinski



**USAGE APPLICATION FOR THE  
ROOSEVELT TOWNSHIP TOWN HALL**

Date of the Event: \_\_\_\_\_ Type of Event: \_\_\_\_\_

**Applicant Information.**

Name of Applicant: \_\_\_\_\_ Date of Application: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Approximate Number of Participants/Guests: (Maximum – 65) \_\_\_\_\_

Usage Hours. Starting Time: \_\_\_\_\_ Ending Time: \_\_\_\_\_

Set-up and Clean-up Times. Applicant may request additional time to set-up for the event or to clean-up after the event.

Set-up Date & Times: \_\_\_\_\_ Clean-up Date & Times: \_\_\_\_\_

Alcohol. Will any alcohol be brought to or consumed at the event? \_\_\_\_ Yes \_\_\_\_ No

**IMPORTANT:** Alcohol may not be sold or otherwise exchanged for compensation in any way in connection with the use of the Hall. If alcohol will be present, the Town may require the User to hire a licensed law enforcement officer to provide security for the event.

Insurance. The applicant may be required to provide proof of liability insurance before the event in an amount determined by the Town.

Residency. Is the applicant a resident of the Town? \_\_\_\_ Yes \_\_\_\_ No

\_\_\_\_(X) I have read and agree to the terms and conditions of the "Roosevelt Township Policy and Procedures Use of the Town Hall Facilities" and understand that I am fully responsible for the event.

**HOLD HARMLESS AGREEMENT:** I understand that my use of the Town Hall facilities is voluntary and that I am using it for my benefit only. I agree that my use of the Town Hall facilities is taken at my own risk and that the Township of Roosevelt will not be liable for any claims, injuries, damages of whatever nature incurred by me, my guests, or members of my organization due to the negligence of me, my guests, members of my organization, or the negligence of third parties. On behalf of myself and/or the organization that I represent, I expressly forever release and discharge the Township, its agents or employees, from any such claims, injuries, or damages. I also agree to defend, indemnify and hold harmless the Township from any claims, injuries, or damages of whatever nature arising out of or connected with my use of the Town Hall facilities. I also agree to reimburse the Township if such damage, breakage, or clean-up costs arise out of or due to my use of the Town Hall facilities.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please return this form to:**

Breanna Cielinski -Township Clerk  
24063 County Road 2  
Brainerd, MN 56401

320 630 6355  
rsvlt@brainerd.net

**TOWN USE ONLY**

Application approved? \_\_\_\_ Yes \_\_\_\_ No. If "No", the reason(s) for the denial:

The approval is conditioned upon the following modifications, limitations, or additional requirements (if any):

For the Town: \_\_\_\_\_

Printed Name    Signature    Date