



4107 West Beyer Road  
Rice Lake, MN 55803  
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## **RICE LAKE CITY HALL RENTAL POLICY Maximum capacity - 100**

The City Council hereby adopts the following as the rental policy for the rental of the Rice Lake City Hall.

**All rental applications must be accompanied by rental fee, deposit, and certificate of homeowners insurance.**

1. **Definitions.** For the purposes of this policy, the following terms shall have the meaning given them in this section.
  - a. **Alcohol.** “Is prohibited in the City Hall and on grounds”
  - b. **Event.** “Event” means the entire period for which a Renter has rented 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 City.
  - d. **Guests.** “Guests” means those who attend the Event.
  - e. **Hall.** “Hall” means the Rice Lake City Hall building located at 4107 W. Beyer Road, Duluth, MN
  - f. **Rental Application.** “Rental Application” means the form developed by the City to be completed and submitted to the City by proposed Renters to seek permission to rent the Hall.
  - g. **Rental Request.** “Rental Request” means the submission of a completed Rental Application by a proposed Renter seeking permission from the City to rent the Hall.
  - h. **Renter.** “Renter” means the person, corporation, or entity that submits a Rental Application to rent the Hall.
  - i. **City.** “City” means City of Rice Lake, St. Louis County, Minnesota and any references to actions or approvals by the City are to its City Council.
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 City and shall be delivered to the *administration office at City Hall*. All rental requests must be made at least 14 days before the proposed Event. Rentals will be reserved on a first application received basis. All approvals are subject to and conditioned upon: City Council approval; 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.
- b. **Key Pickup.** Call to make arrangements to pick up the key the week of your rental. ***Failure to pick up the key during normal business hours 7:30 am-4:30 pm Monday thru Friday will result in forfeiture of your rental and deposit.***
- c. **Rental Hours.** The rental hours for a particular Event shall be as indicated by the City on the Rental Application form and approved by the City. The City may approve additional hours to set-up for, and clean-up after, the Event. The Renter and all attendees must vacate the Hall by the end of the rental hours; except that the City may approve specific additional hours a Renter may use to clean the Hall after the Event.
- d. **Sublet or Transfer.** A Renter may not sublet the Hall, nor may the application or rental privileges be transferred or assigned.
- e. **Cancellation.** Approved rental requests may be cancelled as provided in this section.
  - i. **By City.** The City 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 City 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, providing certificate of insurance; (2) for any reason if the City provides notice of cancellation to the Renter at least 30 days before the Event; or (3) at any time for reasons beyond the City's control, such as in cases of emergency, unsafe environmental or health conditions, or the interruption of utility services. If the City 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 rental fees and damage deposit paid by the Renter. Renter acknowledges and agrees that the City shall not be liable for any claims of disruption, loss, or damages resulting from the City's cancellation of a rental request as provided in this section.
  - ii. **By Renter.** A Renter may cancel a rental request up to 14 days before the Event. The City will return any rental fees and damage deposit paid by the Renter. A Renter canceling a rental request within 14 days of the Event forfeits all rental fees paid the City, but the City will return the damage deposit if one was paid.

4. **Rental Fees and Damage Deposit.** The following rental fees and damage deposit apply to the rental of the Hall and must be paid to the City with application. Rental fees are not refundable, except that any unused portion of the damage deposit will be returned to the Renter within 21 days after the day of the Event.

- a. **Damage Deposit.** The City requires a Renter to post a damage deposit with the application. The Renter is responsible for all damages caused to the Hall and Grounds during the Event.

The City Council may deduct from the damage deposit any repair and clean up costs it incurs to return the Hall to the same condition it was prior to the rental. Any unused portion of a damage deposit will be returned to the Renter within *21 days* of the day of the rental. If the costs to clean and repair the Hall exceed the amount of the damage deposit posted, the Renter shall be responsible for reimbursing the City for all costs the City incurs to clean and repair the Hall, including all collection costs. The City will provide the Renter a bill containing an itemized list of the costs incurred to clean and repair the Hall that is due and payable upon receipt.

<b>Fee Type</b>	<b>4 hours</b>	<b>All Day</b>
Damage Deposit	\$ 150.00	\$150.00
Rental Fee	\$ 50.00	\$ 100.00
Reception/Dance	\$ 150.00	\$ 300.00
Funeral	\$ 25.00	N/A

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

- a. **Set-Up and Decorations.** The City may allow the Renter 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. Confetti, birdseed, rice, duct tape, 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 Renter shall be solely responsible for supervising the conduct of those who attend the Event and is financially responsible for any damages caused.
- d. **Alcohol.** Is prohibited in the City Hall and grounds.
- e. **Gambling.** Gambling of any nature or manner is prohibited.
- f. **Smoking.** The Hall is a smoke-free building and smoking of any kind, including e-cigarettes, is prohibited inside and within *30 feet* of the building.
- g. **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.
- h. **Charging Admission.** The Renter may not charge admission for the Event unless approved by the City.
- i. **Safety.**
  - i. No furniture, decorations, or other items may be placed in such a way as to block the exits.
  - ii. The Renter is responsible for assuring the Hall does not become overcrowded.
  - iii. No open flames, sparklers, or any fireworks are permitted in the Hall or on the grounds.

- j. **Council Desk.** No renter may sit at the Council Desk nor allow their guests to use this area. This entire area will be chained off and is off limits for all renters and their guests.
  - 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. All tables and chairs must be wiped off and returned to the storage areas as originally found.
    - ii. The floor must be dry mopped. You are not required to wet mop the floor, but spills should be cleaned up with a damp paper towel. Dry mop is located in the NE corner of the hall.
    - iii. All non-automatic lights are to be turned off.
    - iv. Garbage must be bagged, tied, and put in the dumpster. Extra bags are located in the unlocked bottom cabinet in the kitchen. Bagged garbage is to be put in the blue dumpster located outside, behind City Hall near the Recycle Center. **DO NOT LEAVE YOUR GARBAGE OUTSIDE THE DUMPSTER.**
    - v. Hall and kitchen must be left clean.
6. **Assumption of Responsibility.** The Renter assumes full responsibility for the appropriate conduct of all the group members and Guests at the Hall during rental hours. The Renter also assumes full responsibility for any loss, breakage, or damage caused to the Hall, the Hall contents, or to the Grounds. The City is not liable for any loss, damage, injury, or illness suffered during the use of the Hall by the Renter or the guests. The City is not responsible for any items that are left at the Hall by the Renter or the guests.
7. **Indemnification.** The Renter agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney fees which the City, 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.
8. **Insurance.** The Renter is required to provide proof of liability insurance with the application. Renter must deliver the proof to the City at least 14 days before the Event. Failure to provide adequate proof of insurance as required by the City will void the rental request.



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## RENTAL APPLICATION FOR THE RICE LAKE CITY HALL

Rentals will be reserved on a first application received basis. Applications must be submitted to the administrative assistant at least 14 days before the event.

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

Type of Event: \_\_\_\_\_

### Applicant Information-

Name of Applicant: \_\_\_\_\_

Address (for deposit refund check): \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Rental Hours- Starting Time: \_\_\_\_\_ Ending Time: \_\_\_\_\_

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

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

Alcohol - is prohibited at City Hall.

**Insurance-** Applicant is required to provide proof of liability insurance with application.

**Rental Fees & Damage Deposit-** All rental fees, damage deposit, and certificate of insurance must be provided to the City with the application, otherwise the application is void. Applicant understands and agrees that if its application is approved, applicant is fully responsible for the event and is subject to the terms and conditions of the City Hall Rental Policy.

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

**PLEASE ONLY USE PAINTERS TAPE ON THE WALLS**

### CITY USE ONLY

Application approved? \_\_\_\_\_ Yes \_\_\_\_\_ No. The approval is conditioned upon the following modifications, limitations, or additional requirements (if any):

Fees: Rental Fee: \$ \_\_\_\_\_ Receipt # \_\_\_\_\_ Date: \_\_\_\_\_

Damage Deposit: \$ \_\_\_\_\_ Receipt # \_\_\_\_\_ Date: \_\_\_\_\_

City Representative: \_\_\_\_\_