MUNSON TOWNSHIP

APPLICATION AND PERMIT FOR USE OF TOWN HALL

Name of User or other Responsible Party:				
Address:				
Date and Time of Use:				
Purpose of Use and Estimated Number of Users:				

In consideration of being granted permission to use the Munson Township Hall ("Hall") for the purpose and on the date(s) set forth above, the undersigned ("User") agrees to the following terms and conditions:

- 1. User will pay to Munson Township ("Township") the damage deposit and fee as set forth below at the time of reserving the date(s) for the use of the Hall.
- 2. User will not allow any activity to be conducted during the time of use of the Hall which could lead to damage to personal property or personal injury to any person whatsoever.
- 3. User agrees to notify the Stearns County Sheriff for the purpose of hiring a licensed peace officer to be on the premises during any time beer and/or alcohol is being served at the Hall to fifty (50) or more persons. User will pay the cost of hiring the officer at the rate normally charged per hour. It is User's responsibility to contact the Sheriff at least two (2) weeks prior to the event to make these arrangements.
- 4. User will be totally responsible for all loss, damage, or claims made by any person or any party, which concerns use of the Hall during the time User and his/her invitee and guests are using the Hall. Munson Township shall not be responsible for any loss, damage, or claims made by any person or party, it being understood that the sole and complete responsibility for use of the premises lies with User in case such claims are made.
- 5. If claims are made against Munson Township stemming from the User's use of the Hall, User agrees to defend the Township, its officers, agents, and employees against all claims made. Furthermore, User shall indemnify, hold harmless and

defend the Township, its officers, agents, representatives, employees, successors and assigns from and against any and all claims and liabilities, including attorney fees, as to any claims for damages or losses which arise or could have arisen out of the use of the Hall by User. If User does not defend, indemnify, and hold the Township harmless pursuant to the provisions of this agreement, then the Township may institute a legal action against User and all persons using the premises for recovery of all expenses and costs incurred by the Township for the failure to defend, indemnify, and hold the Township harmless pursuant to the provisions of this paragraph.

- 6. No unlicensed gambling activities may take place at the Hall during the permitted event.
- 7. The Town Hall is a smoke-free building and smoking of any kind is prohibited in the Hall.
- 8. Guests may not park on the Town Hall lawn or in anyway that causes damage to the Town Hall grounds or that interferes with traffic or safety.
- 9. User assumes full responsibility for the appropriate conduct of all the group members and guests at the Hall during rental hours. 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 his/her guests.
- 10. If beer and/or liquor are served during the event, User agrees not to serve any beer and/or liquor to anyone who acts or appears to be in an intoxicated condition during the permitted event. If beer and/or liquor is to be served to the general public at the event, User must also provide to the Township any necessary state or county liquor license and proof of dram shop insurance for the person or entity serving the beer and/or liquor. Beer and/or liquor may not be sold by the drink at the Hall during the permitted event.
- 11. User further agrees that he/she shall not damage or destroy the Hall or any party thereof, nor allow the same to be damaged or destroyed by any person during the time the undersigned User is responsible for use and during the time he/she utilizes or has control over the Hall. If any damage should occur, the User shall be responsible for any and all damage to the Hall. The undersigned User further

12.	The undersigned User shall pay the Township \$ rental fee and \$ damage deposit, and shall present the required proof of insurance coverage, prior to receiving the key to the Hall for the permitted event. User agrees that no other event shall be held at the Hall other than that permitted herein.				
13.	The undersigned User agrees further to abide by the following rules and responsibilities concerning the use of the Hall:				
14.	 Return any and all keys to the Town Clerk or Chairman. All floors shall be swept and all glasses, cups, and paper shall be removed. All tables and chairs shall be wiped off to remove all traces of any spills and returned to proper storage facilities. All items in the kitchen shall be returned to an orderly condition and all countertops shall be wiped. The sink shall be rinsed and cleaned. All garbage shall be transferred from garbage cans to the dumpster located outside the Hall. Coffee grounds, food, or any unsafe items shall not be placed into sinks. All light switches shall be turned off and all doors shall be locked at the end of the event. Doors shall be unlocked and left open during the time of the event. The User of the Hall agrees to inform all persons attending the event concerning the terms and conditions relating to the use of the Hall. Any difficulties during the permitted event shall be immediately reported to the local law enforcement agencies. If the use of the Hall is for the purpose of a public meeting, the User is responsible to determine that "open meeting" law and code requirements have been met. There shall be no smoking allowed in the Hall. 				

User understands and agrees that failure to follow the above policies and rules established by the Township shall be cause for forfeiture concerning future use

privileges and may subject the User to liability for any loss or damage caused	
thereby.	

Signature of User/Renter:		
Date:		
Clerk	 -	