

Community Center/Town Hall Rental Agreement

Town of Fredenberg

5104 Fish Lake Road • Duluth, MN 55803
218.721.3991 | email: fredenbergtwp@gmail.com

FREDEMBERG COMMUNITY CENTER/TOWN HALL IS A NON-SMOKING AND ALCOHOL-FREE BUILDING!

1. Purpose or type of rental: _____
2. Refundable Damage/Cleaning Deposit amount: \$100.00 Check Cash Date received: _____
(Please check one)
The deposit amount must be paid to confirm your reservation. Please pay and return contract as soon as possible.
3. Date of rental: _____ Time of rental: _____ to _____
Please include set-up and clean-up times in hours listed above.
4. Rental Fee amount: Resident \$100; Non-Resident \$200

Rental payment is due during regular office hours: 12:00 noon – 4:00 PM Thursday, the week before your event when you may also pick-up the keys to the building.

5. CONDITIONS & TERMS OF RENTAL

- The property rented must be used for purposes stated above and none other.
- The premises must be left in a clean and orderly condition: 1. floors swept & mopped if needed, 2. tables & chairs wiped off & stacked, 3. kitchen appliances left in good condition including oven if used, 4. washrooms left clean, 5. decorations removed including masking tape, 6. garbage taken outside & placed in dumpster.
- The premises must be used for a lawful purpose. Violation of any laws, statutes, or ordinances of Federal, State, County or Township by the renters will result in termination of the rental agreement and forfeiture of any rent or deposit paid.
- The undersigned renters agree to pay all damages to the premises or content thereof, that occurs during the time of its use.
- **The Renter is required to provide proof of liability insurance with the application. Renter must deliver the proof to the Town before the Event. Failure to provide adequate proof of insurance as required by the Town will void the rental request. All rental application requests for the Town Hall/Community Center must be accompanied with a copy of your homeowner's insurance (top copy will suffice). No rental key will be given to the renter without the copy.**

6. BUILDING USE HOLD HARMLESS

Rental Party agrees to defend, indemnify, and save harmless the Town from any and all liens, claims, suits, demands, liability, judgments, costs, damages, and expenses which may accrue against or be charged or may be recovered from the Town by reason of or account of any claim for damage arising from Rental Parties use or occupancy of the premises whether or not a person or persons including Rental Party, its members, Rental Party employees, agents, volunteers, invitees, or tenants, whomsoever occasioned or caused by the contact, acts, or omission of Rental Party, its members, volunteers, invitees, or tenants, or by reason of the use, development, operation, or maintenance of said premises by Rental Party under this agreement.

I understand these conditions and accept them and agree to the terms.

Name: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

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Name or Organization of Rental Party: _____

Signature: _____ Date: _____

Please return this form with fees to: **Town of Fredenberg • 5102 Fish Lake Road • Duluth, MN 55803**

7. RENTAL FEES

Residents Rate	Non-Residents Rate
<ul style="list-style-type: none">• \$100 and a \$100 damage/cleaning deposit. Funeral or Memorial service: <ul style="list-style-type: none">• Gratis; requires a \$100 damage/cleaning deposit. Public use facilities (Pavilion, Basketball/Tennis/Pickleball courts, Playground, Skating rink): <ul style="list-style-type: none">• No rentals or reservations, first come basis usage. Television and audio equipment: <ul style="list-style-type: none">• Prior authorization needed; damage deposit is \$300. <p>*The town may choose to waive rental fees for non-profit organizations located within the township.</p>	<ul style="list-style-type: none">• \$200 and a \$100 damage/cleaning deposit. Public use facilities (Pavilion, Basketball/Tennis/Pickleball courts, Playground, Skating rink): <ul style="list-style-type: none">• No rentals or reservations, first come basis usage. Television and audio equipment: <ul style="list-style-type: none">• Prior authorization needed; damage deposit is \$500.

8. RESERVATIONS

- The required **\$100.00** damage/cleaning deposit will be forfeited if renter fails to leave hall in a satisfactory clean condition.
- The Hall will be reserved when your **\$100.00** damage/cleaning deposit is received in the office.
- The rental fee must be received/paid before the event.
- Voided deposit/cleaning check will be shredded after a satisfactory inspection and the key is returned.
- The re-keying fee is \$100. The deposit check will pay for the re-keying fee.

9. CANCELLATION

To receive a refund, you must cancel one week prior to the event.

10. FREE OF CHARGE

- Fredenberg Township community service events for non-profits.
- Proof of Insurance and a \$100 deposit is required. You must sign up for space and pick up keys for these events.

11. SPECIAL EVENTS

- Due to increased maintenance and other liabilities, some events warrant special contractual considerations and increased rental fees.
- “Special Events” occurring at the Fredenberg Town Hall/Community Center by rental include those:
 - which are open to the general public
 - which charge admission fees
 - OR ANY event which expects to gather higher than a usual numbers of attendees (defined for Fredenberg Town Hall/Community Center as > **300** visitors, members, or volunteers).
- Examples of special events may include races or other competitions, festivals, multi-team tournaments, large organizational events, large private events such as wedding receptions, etc.
- Special Events are subject to rental fees which are **double** Fredenberg Town Hall/Community Center’s usual fees.
- Special Event rentals are subject to additional, non-usual contractual obligations, including all of the following:
 - **Proof of Event Insurance** must be supplied by the renting organization, for liability coverage of at least \$1,000,000 per occurrence (as per state legislature requirement). A Certificate of Insurance must be received

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by town agents along with the rental damage deposit fee, to confirm your reservation. The renter should be sure that its insurance agent is correctly informed of these requirements.

- **Tent Staking:** by state law, Gopher State One must be contacted before any type of digging or stake-driving occurs in connection with a public organized event, to avoid underground utility lines. The renter can visit www.gopherstateonecall.org and enter proposed groundwork information online or may call “811” or 1-800-252-1166 directly. This must be done each year in the case of annual events using the same layout, again according to state law.
- **Vendor Licenses:** no special vending fees are charged by the township for rental events. However, all vendors selling food or products at the event must have:
 - current applicable licenses, issued by the State of Minnesota
 - all necessary sales tax permits
 - product liability insurance
- **Toilet Facilities:** For special events expected to attract **more than 300 visitors or participants**, rental of **at least one additional outside portable toilet** is required, to be available for the duration of the contracted rental term. The renter may consult directly with a provider of choice regarding recommended facilities or may seek contact information for the township’s facility provider from town agents. Furthermore, the town hall/community center is served by a **septic system** and is not connected to a city sewer system. The septic system cannot receive paper or garbage items, cooking oil or grease, chemicals, or waste food items. Rental permittees are responsible for **proper disposal of all these types of items** in the garbage.
- **Garbage Disposal/Recycling:** When additional garbage and recycling receptacles are needed beyond the single dumpster that is currently available at the town hall/community center, they will be arranged and paid for by the event permittee. Consult directly with a refuse container provider of choice regarding what equipment is recommended for an event of the size expected. For recyclable materials, arrangements should be made with township recycling staff and/or buildings and grounds maintenance staff to receive and store bagged materials from the event. Please contact staff through the town hall office at 218-721-3991.
- **Contact Person:** A single person shall be designated as the primary contact for all rental permit business for special events, to avoid confusion, miscommunications, or duplicate work.

HALL DESCRIPTION

The Hall is **80 x 30** feet. Seated dining is approximately **100 to 111** people.

The kitchen is furnished with:

- Electric perk coffee maker & a regular coffee maker
- Microwave
- 4 burner electric stove with oven
- Refrigerator
- Large 3 basin sink

YOU MUST FURNISH YOUR OWN:

- Dish soap & scouring pads
- Cleaning clothes
- Plates, glasses, cups, silverware, pots
- Garbage bags
- Masking tape (**please use only masking tape for decorations.**)

CLEAN-UP CHECK LIST

Renter is responsible for the following:

- Take down all decorations and remove all tape from walls/ceiling. Completely sweep the areas used.
- Vacuum the carpets in the rooms used.
- Wipe chairs and stack them.
- Wipe tables and stack them, place the tables face to face and bottom to bottom when stacking (to avoid scratching).
- Clean bathrooms and empty all garbage.
- When using kitchen – be sure to clean off – stove and oven, sinks and refrigerator, and wipe off cabinets if needed.
- Place garbage in bags and dispose of properly in dumpster outside.
- Garbage cans are furnished with a clean bag, please leave a clean one in each can.
- Wet mop floors with plain water only (no soap please), where applicable.
- Unplug all appliances including refrigerator and coffee maker.
- Return keys to the mailbox inside the front door. Failure to do so will result in loss of damage deposit.

Revised March 5, 2025