



**GUIDELINES/RULES AND TERMS FOR USE AND/OR RENTAL
OF ~~NON-HISTORIC~~ CITY STRUCTURES**

Standard Rules for Leases and Qualifications

1. No portion of City Hall or other ~~non-historic~~ City structures (“Space”) may be rented or used by outside parties unless these rules are satisfied and ~~all terms are accepted~~ approved by City Council.
2. An application must be made to and approved by a resolution adopted by City Council before any Space can be used by or leased by an outside party.
3. Only the following are eligible to apply to use and/or rent Space:
 - a. a governmental organization;
 - b. a charitable organization based in Hudson, which was formed and incorporated within the preceding 12 months; or,
 - c. a civic organization whose use of space is intended for the historic preservation of the Hudson community (for example, the “Fire Museum” leased by the Hudson Fire Department Association or the “Boy Scout Cabin” leased by the Rotary Club) ~~start-up business venture based in Hudson, which was formed and incorporated within the preceding 12 months.~~
4. In order for a lease of Space to approved, the applicant must offer evidence of each item below when filing its application ~~City Council must make the following findings~~:
 - a. the requested Space be readily available;
 - b. the use and/or rental of the Space will not disrupt City business;
 - c. the tenant provides a charitable or other tangible benefit to the Hudson community at large;
 - d. the tenant has demonstrated a need for use of the Space;
 - e. the tenant has demonstrated no other alternative space is available in the community; and,

- f. the tenant has demonstrated it is fully insured and has the ability to pay at least one year of rent.

City Council must review the application and evidence and then make each of the foregoing findings of fact before an application can be approved.

5. No facilities are to be rented to individuals unless approved by City Council absent extraordinary circumstances.
- ~~6. Historical structures do not fall within the scope of these guidelines. Leases for such structures shall be addressed by City Council on a case-by-case basis.~~

Standard Rental Terms for New Leases

1. The amount of rent shall be determined by the City Manager but at least no less than 30% of comparable uses in the City, whether the use is office rental, storage space, parking, etc.
2. The initial term of new leases shall be one year with no more than two, one-year renewal periods for a total potential maximum lease period of three years. This Standard Term 2 does not apply to tenants that are civic organizations as defined in Rule 3(c).
3. The tenant shall waive any and all claims of potential liability, being for personal injury or property damage, related to the use of City property.
4. The tenant shall agree to defend, indemnify, and hold the City harmless for any and all claims that arise out of the use of the City's property.
5. The tenant shall maintain insurance on all City property rented under the lease.
6. The tenant must provide emergency contact numbers for two representatives that are authorized to respond to any requests by the City. At all times during the lease, at least one of the two representatives must be able to physically reach the leased space within 30 minutes.
7. The City may terminate the lease with or without cause with 30 days written notice.
8. The tenant shall not sublease the space or allow third parties (not a party to the lease) to utilize the space in a functionally equivalent manner without City Council's approval.
- ~~8.9.~~ The City has the right, upon notice, to relocate the tenant and its personal property to a comparable space in order to best serve the City needs at any time. Failure to relocate after 10 days from the date of the City's notice to relocate, the City has the right to put any and all items in storage at a different City location or a private site within 20 days. The tenant shall be obligated to pay fees for the alternate space. After three months of relocated storage, the City shall have the right to dispose of and/or auction any personal property remaining in storage to set off any unpaid rent, damages, or fees. The balance of any funds shall then be returned to the tenant.
- ~~9.10.~~ The tenant and its guests must always follow all City protocols and safety measures.

