



# Kaposia Pavilion Rental Form

South St. Paul Parks and Recreation Department

100 - 7th Avenue North, South St. Paul, Minnesota 55075

Phone: 651-366-6200 FAX: 651-366-6201

Renters are responsible for reviewing the supplemental Reservation Policy and signing the Park Waiver, Release, and Indemnification Agreement. Please request copies of these forms for your review.

Renter: \_\_\_\_\_  Non Profit  Resident  Non-Resident

Organization (If Applicable): \_\_\_\_\_

Type of Event: \_\_\_\_\_ Number of People: \_\_\_\_\_

Address (City, State, Zip): \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Date of Rental: \_\_\_\_\_

Sat.  Sun.  Mon.  Tues.  Wed.  Thurs.  Fri.

Time of Rental:

Begin Time: \_\_\_\_\_ End Time: \_\_\_\_\_ Total Hours: \_\_\_\_\_ Number Attending: \_\_\_\_\_

*Note: There is a 3 hour minimum rental on Saturdays and Sundays. All renters will receive a complementary hour for prior to reservation start time for set-up. Renters MUST be have pavilion cleaned and be out of the premises by ending time of reservation started.*

Special considerations - Please check all that apply to your rental:

- 3.2 % beer (no glass)
- Amplified music/entertainment
- Outdoor Inflatables (must sign waiver)
- Outdoor tents
- Other: \_\_\_\_\_

- FEES DUE:**
1. Full rental fee is due within (7) days of initial rental request. (All Groups add 7.125% sales tax.)
  2. A \$200 damage deposit is required and due at the time of rental. Deposit can be cash or check and will be held at the Parks and Recreation Office and returned to the renter upon facility inspection and key return.
  3. Rental fees are eligible for refund if the cancellation is made 30 days or more prior to the date of rental. No refunds or credits will be given for cancellations less than 30 days in advance. A \$5.00 cancellation fee will apply.

<u>RENTER TYPE:</u>	<u>FEE</u>
Resident (Must show proof of SSP Address)	\$50.00/hour plus tax
Non-Resident (Outside City limits of SSP)	\$75.00/hour plus tax
South St. Paul Non-profit group: fraternal organizations, civic groups, youth organizations and churches.	\$25.00/hour plus tax
Special School District #6 Sponsored Group (Sat. & Sun. only)	\$25.00/hour plus tax

Payment Options: Cash, check (made out to South St. Paul Parks and Recreation), Visa, MasterCard and Discover.

Please refer to the supplemental reservation policy for more information. You and your group are responsible for abiding by the contents of the policy. Questions? Call the Parks and Recreation Office, Monday-Friday, 8:00 a.m. - 4:30 p.m. at 651-366-6200.

Renter Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# Park Facility Waiver, Release and Indemnification Agreement

This Waiver, Release and Indemnification Agreement (“Agreement”) is entered into between the City of South St. Paul (“City”) and \_\_\_\_\_ (“Renter”).

**THIS IS A WAIVER, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT. THE RENTER MUST READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.**

WHEREAS, the City owns the following park facilities:

- Kaposia Park Pavilion
- Kaposia Park Shelter
- Lorraine Park Shelter     North     South

(Check all that apply) (“City Facilities”);

WHEREAS, Renter requests to utilize the City Facilities for the following events and/or activities:

\_\_\_\_\_

on the following dates: \_\_\_\_\_ (“Events and Activities”);

WHEREAS, use of the City Facilities by the Renter requires the release and indemnification of the City as set forth in this Agreement;

NOW, THEREFORE, in consideration for being permitted to use the City’s Facilities and engage in the above-described Events and Activities on the City’s property, Renter and its members, participants, representatives, servants, agents, successors, predecessors, assigns, employees, invitees, guests, officers, and directors (collectively referred to herein as “Renter”) hereby acknowledge, represent, and agree as follows:

- (1) Renter understands that the use of the City’s Facilities and the participation in the above-described Events and Activities may involve risk of injury, loss, or damage to the participants and/or third parties. The Renter acknowledges that such risks may include, but are not limited to, bodily injury, personal injury, sickness, disease, death, and property loss or damage. By executing this Agreement, Renter assumes such risks.
- (2) Renter acknowledges that the above-described Events and Activities are not essential services provided by the City, and are not sponsored by or affiliated with the City.
- (3) Renter agrees to procure, keep in force, and pay for insurance coverage from an insurer acceptable to the City in an amount required by the City, for the duration of the above-described Events and Activities and the term of this Agreement.
- (4) By signing this Agreement, Renter does hereby expressly assume all risk of injury, loss, or damage to Renter, its organizers, participants, members, spectators, invitees, agents, volunteers, vendors, contractors, employees, and guests, and any third parties, arising out of or in any way related to the above-described Events and Activities or use of the City’s Facilities, whether or not caused by the act, omission, negligence, or other fault of the City, its officers, officials, agents, contractors, servants, or employees, or by any other cause.
- (5) By signing this Agreement, Renter hereby excepts, releases, and discharges the City, its officers, officials, agents, contractors, servants, employees, and insurers, from any and all claims, demands, and actions for such injury, loss, or damage suffered by Renter, its organizers, participants, members, spectators, invitees, agents, volunteers, vendors, contractors, employees, and guests, and any third parties, arising out of or in any way related to the above-described Events and Activities or use of the City’s Facilities, whether or not caused by the act, omission, negligence, or other fault of the City, its officers, officials, agents, contractors, servants, or employees, or by any other cause. This waiver does not apply to any injuries or damages that are the result of any willful, wanton, or intentional misconduct by the City or anyone acting on behalf of the City.

(6) Renter further agrees to defend, indemnify, and hold harmless the City, its officers, officials, attorneys, employees, and insurers from and against all liabilities, claims, causes of action, demands, losses, damages, judgments, and other obligations (including attorneys' fees and costs), including those arising from any third party claims, on account of injury, loss or damage (including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property damage or loss, or any other loss of any kind whatsoever) which arise out of or are in any way related to the above-described Events and Activities or the use of the City's Facilities and property, whether or not caused by the Renter; the act, omission, negligence, or other fault of the City, its officers, officials, agents, contractors, servants, or employees; or any other cause.

(7) The City shall not be liable or in any way responsible for personal property belonging to the Renter or its guests, invitees, participants, members, spectators, agents, volunteers, vendors, contractors, employees, representatives, or servants. The Renter shall indemnify, defend, and hold harmless the City for any loss or damage to personal property suffered by the Renter or its guests, invitees, participants, members, spectators, agents, volunteers, vendors, contractors, employees, representatives, or servants.

(8) By signing this Agreement, Renter hereby acknowledges and agrees that this Agreement extends to all acts, omissions, negligence, or other fault of the City, its officers, officials, agents, contractors, servants, or employees, and that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Minnesota. If any portion of this Agreement is held invalid, it is further agreed that the balance of the Agreement shall, notwithstanding, continue in full legal force and effect.

(9) Renter understands and agrees that this Agreement shall be governed by the laws of the State of Minnesota and that jurisdiction and venue for any lawsuit or cause of action arising under or related to this Agreement, the use of the City's Facilities, or the Events and Activities referenced herein, shall lie in the Dakota County District Court, State of Minnesota.

(10) This Agreement shall be effective as of the date of this Agreement, shall continue in full force until the responsibilities hereunder are fully discharged, shall survive the completion of the above-described Events and Activities, and shall be binding upon Renter, its agents, successors, representatives, heirs, executors, assigns, and transferee's.

(11) By executing this Agreement, Renter acknowledges that it has read this entire Agreement, understands and agrees to its content, and signs it as a free and voluntary act, having had an adequate opportunity to consider its terms and conditions. The Renter understands that entering into and signing this Agreement affects the Renter's legal rights and results in the Renter giving up or waiving certain legal rights.

(12) The terms of this Agreement cannot be modified or changed in any way by oral agreement or representation.

(13) Renter shall not assign or transfer its rights and privileges under this Agreement.

(14) Renter acknowledges that it has received a copy of the Park Shelter Rules and Regulations, the terms of which are incorporated herein by reference, and agrees to be bound by the same. Renter shall be responsible for ensuring compliance with the Rules and Regulations by the Renter's organizers, participants, members, spectators, invitees, guests, agents, volunteers, vendors, contractors, employees, representatives, and servants.

IN WITNESS THEREOF, this Release and Indemnification Agreement is executed by the Renter, acting by and through the undersigned individual, who represents that he or she has the necessary and proper authority to bind the Renter hereto.

SIGNATURE OF  
RENTER: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

RELATIONSHIP TO RENTER: \_\_\_\_\_