



# Kaposia Pavilion Rental Form

**South St. Paul Parks & 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 & 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.

RENTER TYPE:	FEE
Resident (Must show proof of SSP Address)	\$60.00/hour plus tax
Non-Resident (Outside City limits of SSP)	\$80.00/hour plus tax

*Community non-profit organizations based in South St. Paul are eligible for a waiver of fees for facilities that have historically contributed toward the construction or renovation of. Fee waiver requests must be submitted in writing to the Parks & Recreation Department for approval.*

Payment Options: Cash, check (made out to South St. Paul Parks & 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 & 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: \_\_\_\_\_



# Park Facility Waiver, Release of Liability and Promise to Indemnify

By signing this Agreement, I hereby acknowledge that I have reserved and/or rented a City Park (hereinafter “the Park”) located within the City of South St. Paul (hereinafter “the City”), County of Dakota, State of Minnesota. I have reserved the Park on the \_\_\_\_\_ day of \_\_\_\_\_. I hereby acknowledge that I have rented the Park for personal use and enjoyment.

I understand that by renting the Park, I am allowed to bring Recreational Equipment, including Recreational Equipment that I own, lease or rent, into the Park, for personal use and enjoyment. Recreational Equipment includes, but is not limited to the following: inflatable trampoline devices, such as spacewalks, moonwalks, jumps, jumpers, bounce houses, moonbounces, bouncers, and slides; water toys, such as water slides, water sprinklers, slip n’ slides and water guns; and trampolines (with or without netting enclosure). I understand and acknowledge that there are risks associated with the use of the Recreational Equipment and that such risks may pose serious danger, including fatal injuries, if not used properly and if the individuals using said Recreational Equipment (including minor children) are not supervised while using the equipment. I hereby agree to exercise all due care and caution when using and supervising individuals and minor children using Recreational Equipment within the Park, during the time in which I have rented the Park.

Understanding and acknowledging the risks associated with the use of Recreational Equipment, I hereby agree to WAIVE, RELEASE AND DISCHARGE the City, its officers, employees, agents and successors in interest from any and all claims or liabilities for death or personal injury or damages of any kind, which arise out of or relate to the use of Recreational Equipment within the Park, during the time in which I have rented the Park.

I further agree not to sue the City, its officers, employees, agents or successors in interest for any of the claims or liabilities that I have waived, released, or discharged herein; and I INDEMNIFY AND HOLD HARMLESS the City, its officers, employees, agents and successors in interest from any claims made, or liabilities assessed against them as a result of the use of Recreational Equipment within the Park, during the time in which I have rented the Park.

I freely and voluntarily sign this WAIVER, RELEASE, AND PROMISE TO INDEMNIFY as evidenced by my signature. I further certify that I have been provided with a complete copy of this document and have read and understand the entirety hereof.

This WAIVER, RELEASE, AND PROMISE TO INDEMNIFY shall constitute the entire agreement between myself and the City, regarding the subject matter herein described and shall supersede any prior agreement regarding such, whether oral or written. This document and its terms shall be governed by the laws of the State of Minnesota. Failure of either party, myself or the City, to fulfill the required obligations hereunder shall be a breach of this WAIVER, RELEASE, AND PROMISE TO INDEMNIFY. In the event of a breach, the non-breaching party shall be entitled to seek all remedies, legal and equitable against the breaching party. Should legal enforcement of this document or any terms herein become necessary, the breaching party shall be liable to the non-breaching party for all costs and fees associated with enforcing such, including attorney fees.

[Signature Page for WAIVER, RELEASE OF LIABILITY AND PROMISE TO INDEMNIFY]

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

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

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

TELEPHONE NUMBER: \_\_\_\_\_

NAME OF CITY PARK RENTED: \_\_\_\_\_

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



## SOUTH ST. PAUL

## PARKS & RECREATION DEPARTMENT

651-366-6200

### **KAPOSIA PARK PAVILION RESERVATION POLICY**

The Kaposia Park Pavilion building located at 1028 Wilde Avenue is available for use on a rental basis as scheduled by the Parks & Recreation Department. The policies that follow are necessary to insure the proper use of the facility so that all people may equally enjoy them. As a renter you are responsible for reviewing and complying with all of the information provided.

#### **RESERVATION PROCEDURE**

Requests for use of the Kaposia Park Pavilion should be directed to the So. St. Paul Parks & Recreation Department at 651-366-6200. You may arrange a tour of the Pavilion building by contacting the Parks and Recreation Department.

1. Reservations will occur on a first come, first serve basis starting the first regular business day in January.
2. Reservations may be tentatively scheduled by visiting our office or by phone. Your tentative reservation will be held for seven (7) days. At the conclusion of seven days if full payment has not been received, accompanied by the official reservation form, your reservation will be released.
3. Confirmation of your reservation will only occur after you have submitted an official reservation form and full rental payment. Payment is accepted in the form of cash, check, and Visa, MasterCard, Discover or American Express. When picking up your key (see “Building Access” section) a \$200 damage deposit will be due. This is only a deposit and will not be processed unless violations are assessed at the conclusion of your rental.
4. At the conclusion of your rental, your damage deposit will be returned if made by cash or check after inspection, unless violations are assessed. If deductions are made, there may be a waiting period for you to receive your deposit balance.

#### **RENTAL PERMIT**

1. A rental permit will be issued to you to confirm your rental at the time of submittal of the official reservation form and full rental fee. The “Name of Renter” listed on the official reservation form must:
  2. Coincide with that person’s proper address.
  3. Be a minimum of 21 years of age.
  4. Assume solely responsible for supervision and compliance with all rules and policies during the rental.

If discrepancies or fraudulent information is discovered, such as residency status, the Parks & Recreation Department reserves the right to deny or revoke your permit. Permit holders will not assign, transfer, or sublet to others the use of the facilities. Any violations will result in the forfeiture of your reservation and any fees paid.

#### **RENTAL SEASON AND HOURS OF USE**

The Kaposia Pavilion is available for hourly rental beginning the second weekend in May through the first weekend in October, seven days a week including holidays. There is a three (3) hour rental minimum Saturdays and Sundays. Rental hours are: 8:00 a.m. - 10:00 p.m.



## **GROUP SIZE**

The Kaposia Pavilion is designed for small group gatherings. The maximum capacity allowed for a rental group is 150 people. This includes the outside areas. Please plan accordingly with regard to your group size and possible weather conditions.

## **BUILDING ACCESS**

A Kaposia Park Pavilion key will be issued to you for your rental and may be picked up within 24 hours of your scheduled rental at the Parks & Recreation Department, located at Central Square Community Center, during regular business hours: Monday – Friday, 8:00 a.m. – 4:30 p.m. If your reservation is on a Sunday, you must pick up your key on the proceeding Friday.

The Pavilion key must be returned within 48 hours after your rental ON A REGULAR BUSINESS DAY (see hours above). If your reservation is on a Friday, your key must be returned the following Monday. In order to check out the key for your rental, you must submit a \$200 damage deposit. Your damage deposit will not be released until the key issued for your rental is returned. Lost keys will result in a \$100 deduction from your deposit. It is your responsibility to ensure that the Pavilion is locked and secured at the conclusion of your rental.

## **AMENITIES**

Rental groups are permitted to use: the indoor Pavilion common area, restrooms, sink, stove, refrigerator, counter space, telephone, outdoor patio area, and outdoor grills.

Amenities included in rental: 12, 8' rectangular banquet tables, approximately 60 folding chairs and church-style benches located on the perimeter that can seat approximately 30 people.

Please be respectful of the building and its contents. If any city property is damaged, please inform the Parks & Recreation Department at the conclusion of your event. Resolution of any damages will be handled on a case-by-case basis. Any items missing from the storage area will be assessed through your damage deposit on a case-by-case basis.

## **SET UP/BREAKDOWN & CATERING**

Groups are allowed one hour free of charge for set up immediately prior to your rental time. Set up, breakdown, and clean-up is part of the overall reservation time. For example, if your reservation is from 12-4 p.m., set-up, breakdown and clean-up must take place between 12-4 p.m. Exceeding your reservation time may affect other rental groups and will result in extra charges, which will be deducted from your deposit. Deliveries and pick-up of equipment, food, or other items must be completed during the rental period listed on the permit. If more than an hour or a different time frame is requested for set up, standard rental fees will apply.

## **DECORATIONS**

Decorations are allowed however should not cause damage to the facility. Please note:

- Helium balloons cause significant damage to the ceiling fans and are not allowed.
- If it is necessary for your group to mount items on the walls, please use masking tape on the wood portion of the wall only.
- The use of pins, tacks, or nails on the walls is strictly prohibited.
- All decorations must be removed at the conclusion of the event including the clean-up of any streamers, confetti, posters, piñatas, and balloons.
- The use of fog/smoke machines (special effect fogging) is not allowed.

## CONCLUSION OF THE RENTAL

At the conclusion of your rental, your group is required to return the Kaposia Pavilion to the original condition including:

1. Sweeping and cleaning the floors, including restrooms, throughout the entire building.
2. Emptying all indoor trash and recycling containers, placing the contents in the correct receptacles outside, and replacing the proper trash bags (supplied) in each designated receptacle. The City of South St. Paul prides itself on being a clean, green community, and we encourage you to recycle as much as you can.
3. Returning all tables and chairs to the original configuration.
4. Removing any wall hangings, decorations, tablecloths, etc.
5. Removing all items from the refrigerator, freezer, and sinks.
6. General cleaning of any spills or soiled areas.

A Building Attendant will assess the final condition of the building and surrounding areas. Rental groups will be assessed a \$75 late checkout fee if they are not ready to vacate the Pavilion by the conclusion of the rental period listed on the permit. If applied, the fee will be deducted from the damage deposit. Please do not leave the building unlocked if unattended during your rental period.

## RENTAL FEES & DAMAGE DEPOSIT

Rental fees are charged on a per hour basis and will not be pro-rated. There is a three (3) hour minimum rental for Saturdays and Sundays. A \$200 damage deposit must be submitted during key check out immediately prior to your rental. See “Reservation Procedure” and “Building Access” sections.

### GROUP TYPE:

Resident Group (private)

### FEE:

\$60.00/hour (plus MN sales tax)

Non-resident\* Group (private, public, or business)

\$80.00/hour (plus MN sales tax)

\*Outside the city limits of South St. Paul.

Community non-profit organizations based in South St. Paul are eligible for a waiver of fees for facilities that they have contributed toward the construction or renovation of. Fee waiver requests must be submitted in writing to the Parks & Recreation Department for consideration.

## PARKING

Parking is allowed in the parking lot designated spaces only. Vehicles are not allowed to drive or park on grass areas, park trails, or sidewalks at any time. Any vehicles violating this policy risks being ticketed by the South St. Paul Police Department. If special vehicle access is needed, please request at the time of reservation for consideration and approval.

## OUTDOOR TENTS & INFLATABLE STRUCTURES

If your group wishes to use outdoor tents or inflatable structures, please note the size and desired location of any tents or inflatables you wish to set up. Tents and inflatables must be set up and taken down the day of your rental. A separate indemnification form must be submitted if using an inflatable structure. The Parks & Recreation Department reserves the right to limit or deny the size and or quantity of any outdoor tent or inflatable structure set up requests.

## CLIMATE CONTROL

The Kaposia Park Pavilion is not equipped for heating or air conditioning. Your group is allowed to prop open doors and windows and bring in fans for increased ventilation.



## **ALCOHOL AND GAMBLING**

South St. Paul City Ordinance #835.29 states: "It is unlawful to have in possession, or to consume intoxicating liquor, as defined in Minnesota Statutes, section 340A.101, subdivision 4, in, upon, or within any park or park and recreation facilities or properties within the city."

Groups are permitted to have non-intoxicating beer and liquor (3.2% or less). Private groups are not allowed to sell alcohol. Non-intoxicating beer and liquor may only be displayed and served in the interior of the Kaposia Pavilion. All beverages must be served in cans, plastic bottles, or plastic cups, NO GLASS! Any version of gambling on park property is not allowed.

## **NO SMOKING**

The entire Kaposia Park Pavilion is a smoke free facility. Renters are responsible for ensuring that members of their group do not smoke within any area of the building.

## **AMPLIFIED MUSIC**

South St. Paul City Ordinance #615.03 Subd. 7 states: "It is unlawful to use or operate, or permit the use of any radio receiving set, musical instrument, phonograph, paging system, machine or other device for the production or reproduction of sound in a distinctly and loudly audible manner as to disturb the peace, quiet, and comfort of any person nearby."

## **OTHER PARK USERS**

Please be aware that Kaposia Park remains open to the public during your event. Other activities, picnic shelter rentals, sporting events, and parking congestion may occur. If you have questions regarding other scheduled park activities, please inquire at the Parks & Recreation office.

## **EMERGENCIES**

An emergency contact number will be provided on your rental permit if there are any minor issues during your rental. If an emergency situation warrants please contact the South St. Paul Police Department using 911.

## **WEATHER CONDITIONS**

Sorry, no refunds or credits will be given due to weather conditions.

## **CANCELLATIONS**

Rental fees are eligible for refund if the cancellation is made thirty (30) or more days prior to the date of rental. No refunds or credits will be given for reservations canceled less than thirty (30) days in advance. A \$5.00 cancellation fee will apply.

## **FEEDBACK**

The Parks & Recreation Department welcomes any comments, feedback or general questions regarding your rental. Please contact our office at 651-366-6200 to speak with a staff member or have an evaluation form sent to you. Thank you.

## **CONTACT INFORMATION**

City of South St. Paul Parks & Recreation Department, 100 - 7th Avenue North, MN 55075  
Parks & Recreation Department (Central Square Community Center) 651-366-6200  
South St. Paul Police Department 911  
City information is available on-line at [www.southstpaul.org](http://www.southstpaul.org).