

**CITY OF PAYNESVILLE
VETERANS PARK SHELTER
RESERVATION FORM/RENTAL AGREEMENT**

221 Washburne Ave., Paynesville, MN 56362
Phone: (320) 243-3714 Fax: (320) 243-3713

Please Print

Renter: _____

Mailing Address: _____

Daytime Phone: _____

Date of Birth: _____

Drivers License Number _____

Date of Shelter Use: _____

Time of Shelter Use: _____

Rental Fee Received:	_____
Tax Received:	_____
\$50.00 Deposit Received:	_____
TOTAL	_____
\$50.00 Deposit Returned:	_____
Date Key Issued:	_____
Key Issued To:	_____
Date Key Returned:	_____

VETERANS PARK SHELTER – KITCHEN, INDOOR & OUTDOOR SEATING

Rental Fee	\$100.00
Tax	\$6.88
Damage Deposit	<u>\$50.00</u>
TOTAL	\$156.88
Are All Due At The Time Of Reservation.	

Will alcohol be present & consumed during the event?
YES NO

Banquet Hall Seating Capacity – 86
Outdoor Seating Capacity – 48

The Renter must sign this Rental Agreement in the space provided below. By doing so, the Renter agrees to adhere to the following requirements; unless special arrangements have been noted by City Staff on this Rental Agreement and agrees to accept the consequences for their failure to do so.

I hereby acknowledge that I have received a Clean-Up Check List and a copy of the Ordinance related to the consumption of alcohol at Veterans Park.

Renter's Signature

Date

City Approval

Date

FACILITIES AVAILABLE AT VETERANS PARK

- | | | |
|----------------------|--------------------------------|----------------------------------|
| ➤ Oven & Stove | ➤ Restrooms | ➤ Folding Chairs |
| ➤ Microwave | ➤ Playground Equipment | ➤ Boat Access To Lake Koronis |
| ➤ Refrigerator | ➤ Charcoal Grills | ➤ Walking/Biking Trail System |
| ➤ Double Sink | ➤ 6 – Picnic Tables | ➤ Swimming Beach With Lifeguards |
| ➤ Counters | ➤ 2 – Volleyball Courts & Nets | |
| ➤ Electrical Outlets | ➤ Folding Tables | |

Please see back for park regulations.

- A. **Reservation.** Because of the significant demand for park shelters during the summer months, the Renter's hold on a particular shelter is not official until this Rental Agreement has been completed and the rental fee, tax, and deposit have been paid. Renters are encouraged to secure an official reservation as soon as possible.
- B. **Cancellation.** If the Renter cancels their reservation at least three months in advance of the reserved date; 100% of their rental fee, tax, and deposit will be refunded. If cancelled with less than three months' notice; ONLY the deposit will be refunded, but the Renter will have no further obligation. Since late cancellations means that another renter will not likely be found for the date you reserved, unfortunately, there are no exceptions to this policy.
- C. **Park Hours.** The park hours are 6:00 a.m. to one-half hour after sunset. Renters are permitted to use the rented facility between these hours. The Renter may be ejected from the facility during the hours not permitted.
- D. **Alcohol.** The Renter will be subject to ejection and prosecution for the consumption of intoxicating beverages by minors, whether it is occurring with or without the Renter's knowledge. Absolutely no sale of intoxicating beverages is permitted. The Renter shall indemnify and hold the City harmless for any liability introduced by the consumption of alcoholic beverages upon City property during the rental period. Anyone who violates the restrictions on the use of alcohol would be subject to forfeiture of the damage deposit. No glass containers are allowed. The consumption of alcohol can only be consumed within the lawn area outside the shelter, which is between the shelter and Cedar Point Road; between the shelter and the parking lot; and between the shelter and the woods, and which area is further defined by signs indicating "No Alcohol Beyond This Point". It shall be the responsibility of the person or persons signing the rental agreement with the City to make sure that all members of their party clearly understand the rules of the rental agreement with respect to the use and consumption of alcohol. Violation of the conditions and limitations on the use of alcohol will subject the renter to forfeiture of the damage deposit.
- E. **Nuisance.** The Renter is responsible for the conduct of guests during the rental period, causing a public nuisance may, at the discretion of the Police Department, be grounds for ejection from the facilities. Specifically, the Police Department will monitor the parks for events that create noise in violation of the City Ordinance.
- F. **Parking.** Parking is permitted on-street or in designated areas only. Overnight parking in parks is prohibited.
- G. **Trash.** Trash containers will be provided; Renters must ensure that all refuse is placed in these containers. City employees will dispose of trash in the containers at the end of each event.
- H. **Keys.** Keys for the facility can be picked up the last business day prior to the rental date. Keys to the park facilities must be returned to City Hall the next business day immediately following the rental date. Renters shall be responsible for the cost of replacing lost or damaged keys, or re-keying the facilities. If preferred, Renters may return the key by depositing it in the drop box located at the main entrance of City Hall.
- I. **Damage and Deposit.** There is a \$50.00 deposit required in addition to the rental fee and tax which shall be returned only if City staff determines that all conditions of this Rental Agreement have been met. The Renter's responsibility shall not be limited to the amount of the deposit. In the event of a violation of this Rental Agreement, the deposit may be retained to recover the administrative cost of recovering damages from the Renter which shall be in addition to the deposit amount. In the event of a violation of this Rental Agreement or the Veterans Park Shelter Clean-Up Checklist provided contemporaneously with the Rental Agreement, the deposit may be retained to recover the administrative costs of recovering damages from the renter, which shall be in addition to the deposit amount.
- J. **Minimum Age.** Renters must be at least eighteen (18) years of age and the event must be supervised by a responsible adult at least eighteen (18) years of age at all times.
- K. **Admission Charged.** The Renter is prohibited from using the park facilities for events for which an admission is charged or that are held for-profit without the written approval of the City. Failure to disclose that an admission was or will be charged shall be grounds for cancellation of the reservation and forfeiture of the rental fee, tax, and deposit.
- L. **Facilities Rented.** The City's park system requires a substantial annual cost, with most of the usage occurring on weekends. Most of the events for which shelters are rented also occur on weekends. So the Renter is advised that the facilities for which rental fees are paid reserves only the park shelter. The only restrooms for the park are located in this shelter so all patrons must share them respectfully. If a Renter encounters a conflict they are encouraged to contact the Police Department's non-emergency number at 320-243-7346.
- M. **Rate Increases.** The rental rates are subject to change at any time, but generally the City Council reviews all fees in December of each year. If the rental rate is increased between the date that a park shelter is reserved and the date of your event, the new rate(s) will apply.
- N. **Refunds.** There are no refunds in part or in whole of the rental fee, tax, or deposit, whether due to inclement weather, messy facilities, or for any other reason, unless as described in Section B. Cancellation. At times the shelters are rented for several consecutive days by different patrons, so the condition of the shelter is dependent upon how well the previous renter adheres to this Rental Agreement. If the facility has not been adequately cleaned when the Renter takes occupancy, they are encouraged to photograph the preexisting condition to assist the City in dealing with that previous renter, but unfortunately, you will be expected to leave the shelter and grounds in good condition at the end of your event.