



**CITY OF RICE LAKE
PARK PAVILION RENTAL POLICY
4137 STOCKHOLM ROAD
PARK CLOSSES AT 10:00 P.M.**

The City Council hereby adopts the following as the rental policy for the rental of the City of Rice Lake Park Pavilion.

All rental applications must be accompanied by rental fee, deposit and certificate of homeowner's insurance.

1. **Definitions-** For the purposes of this policy, the following terms shall have the meaning given them in this section.
 - a. **Alcohol-** "Is prohibited in the City Park Pavilion and grounds"
 - b. **Event-** "Event" means the entire period for which a Renter has rented the Pavilion, including any permitted set-up or clean-up periods.
 - c. **Grounds-** "Grounds" means the land immediately adjacent to and surrounding the Pavilion that is owned or leased by the City.
 - d. **Guests-** "Guests" means those who attend the Event.
 - e. **Pavilion-** "Pavilion" means the City of Rice Lake Park Pavilion building located at 4137 Stockholm Road, Duluth, MN
 - f. **Rental Application-** "Rental Application" means the form developed by the City to be completed and submitted to the City by proposed Renters to seek permission to rent the Pavilion.
 - g. **Rental Request-** "Rental Request" means the submission of a completed Rental Application by a proposed Renter seeking permission from the City to rent the Pavilion.
 - h. **Renter-** "Renter" means the person, corporation, or entity that submits a Rental Application to rent the Pavilion.
 - i. **City-** "City" means City of Rice Lake, St. Louis County, Minnesota and any references to actions or approvals by the City are to its City Council of Supervisors.
 - j. **Pets-** "No pets allowed inside the City of Rice Lake Park and the City of Rice Lake Park Pavilion".

2. **Renters Bound by Policy-** Rental of the Pavilion constitutes Renter's acceptance of the terms and conditions of this policy. The Renter assumes full responsibility for any damage caused in connection with the Event and for the actions of those who attend the Event. If a corporation or entity is renting the Pavilion, an officer or agent of the corporation or entity must be designated on the application as the responsible person for the rental; though doing so does not limit the liability of the corporation or entity for the rental or what occurs during the Event.

3. **Rental Request**

- a. **Process-** Requests must be made on the application form provided by the City and shall be delivered to the administration office at City Hall. All rental requests must be made at least 14 days before the proposed event. Rentals will be reserved on a first application received basis. All approvals are subject to and conditioned upon: City Council approval; the payment of all required rental fees and a damage deposit (if required); any modifications, limitations, or additional requirements indicated on the Rental Application; and compliance with all the provisions of this policy and any other applicable rules or regulations. All rentals are given out on a first come first serve basis.
- b. **Rental Hours-** The rental hours for an Event shall be as indicated by the City on the Rental Application form and approved by the City. The City may approve additional hours to set-up for, and clean-up after, the Event. The Renter and all attendees must vacate the Pavilion before 10:00 p.m.
- c. **Sublet or Transfer-** A Renter may not sublet the Pavilion, nor may the application or rental privileges be transferred or assigned.
- d. **Cancellation-** Approved rental requests may be cancelled as provided in this section.
 - i. **By City-** The City may cancel any approved rental request in any of the following circumstances: (1) at any time if the Renter fails to comply with any conditions imposed by the City on the rental including, but not limited to, failing to file the required damage deposit within the time set, failing to pay the rental fee in full by the time set, providing certificate of insurance; (2) for any reason if the City provides notice of cancellation to the Renter at least 30 days before the Event; or (3) at any time for reasons beyond the City's control, such as in cases of emergency, unsafe environmental or health conditions, or the interruption of utility services. If the City cancels a rental request after it has been approved, except for Renter's failure to provide payment, proof of insurance, or to comply with any other conditions imposed on the request within the time set, it will return any rental fees and damage deposit paid by the Renter. Renter acknowledges and agrees that the City shall not be liable for any claims of disruption, loss, or damages resulting from the City's cancellation of a rental request as provided in this section.
 - ii. **By Renter-** A Renter may cancel a rental request up to 14 days before the Event. The City will return any rental fees and damage deposit paid by the Renter. A Renter canceling a rental request within 14 days of the Event forfeits all rental fees paid the City, but the City will return the damage deposit if one was paid.

4. **Rental Fees and Damage Deposit-** The following rental fees and damage deposit apply to the rental of the Pavilion and must be paid to the City with application. Rental

fees are not refundable, except that any unused portion of the damage deposit will be returned to the Renter within 21 days after the day of the Event.

- a. **Damage Deposit-** The City requires a Renter to post a damage deposit with the application. The Renter is responsible for all damages caused to the Pavilion and Grounds during the Event. The City Council may deduct from the damage deposit any repair and cleanup costs it incurs to return the Pavilion to the same condition it was prior to the rental. Any unused portion of a damage deposit will be returned to the Renter within 21 days of the day of the rental. If the costs to clean and repair the Pavilion exceed the amount of the damage deposit posted, the Renter shall be responsible for reimbursing the City for all costs the City incurs to clean and repair the Pavilion, including all collection costs. The City will provide the Renter a bill containing an itemized list of the costs incurred to clean and repair the Pavilion that is due and payable upon receipt.

Fee Type	Resident	Non-Resident
Damage Deposit	\$50.00	\$50.00
Rental Fee	\$50.00	\$75.00
Gate Key Deposit (if requested)	\$25.00	\$25.00

5. **Use of the Pavilion-** The Renter and Guests must comply with all the following.

- a. **Set-Up and Decorations-** The City may allow the Renter to enter the Pavilion before the rental hours to set-up or decorate for the Event. Decorations may not be affixed to the Pavilion in any way that damages the Pavilion. Confetti, birdseed, rice, duct tape or other like items is prohibited.
- b. **No animals allowed**
- c. **Sound Levels-** Sound levels must be controlled to not cause damage to the Pavilion or to unreasonably disturb neighbors.
- d. **Disorderly Conduct-** Disorderly conduct of any kind is prohibited and any persons engaging in disorderly conduct are subject to being ejected. The Renter shall be solely responsible for supervising the conduct of those who attend the Event and is financially responsible for any damages caused.
- e. **Alcohol-** Is prohibited in the City Park Pavilion and grounds
- f. **Security-** The City may require the Renter to have a licensed law enforcement officer present during the Event to provide security and to help enforce the provisions of this policy. The Renter will be responsible for making all arrangements to secure the services of a licensed law enforcement officer, paying for the service, and for providing the person a copy of this policy.
- g. **Gambling-** Gambling of any nature or manner is prohibited.
- h. **Smoking-** The Pavilion is a smoke-free building and smoking of any kind is prohibited in the Pavilion and within 30 feet of the Pavilion.
- i. **Parking-** Guests may not park on the lawn or in any way that causes damage to the Grounds or that interferes with traffic or safety.

- j. **Charging Admission-** The Renter may not charge admission for the Event unless approved by the City.
- k. **Safety-**
 - i. No furniture, decorations, or other items may be placed in such a way as to hinder accessibility.
 - ii. The Renter is responsible for assuring the Pavilion does not become overcrowded.
 - iii. No open flames, sparklers, or any fireworks are permitted in the Pavilion or on the grounds.
- l. **Clean-Up-** The Renter is responsible for cleaning the Pavilion and must return the Pavilion to at least the same condition it was in before the rental.
 - i. All tables must be wiped off and returned to the areas as originally found.
 - ii. The entire floor must be swept.
 - iii. Garbage must be picked up, bagged and tied.
 - iv. Pavilion must be left clean
- 6. **Assumption of Responsibility-** The Renter assumes full responsibility for the appropriate conduct of all the group members and Guests at the Pavilion during rental hours. The Renter also assumes full responsibility for any loss, breakage, or damage caused to the Pavilion, the Pavilion contents, or to the Grounds. The City is not liable for any loss, damage, injury, or illness suffered during the use of the Pavilion by the Renter or the guests. The City is not responsible for any items that are left at the Pavilion by the Renter or the guests.
- 7. **Indemnification-** The Renter agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees against all liability, loss, costs, damages, expenses, claims or actions, including attorney fees which the City, its officers, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the Renter or Guests.
- 8. **Insurance-** The Renter is required to provide proof of liability insurance before the Event proving coverage. Renter must deliver the proof to the City at least 14 days before the Event. Failure to provide adequate proof of insurance, as required by the City, will result in loss of damage deposit.



RENTAL APPLICATION FOR THE CITY OF RICE LAKE CITY PARK PAVILION

4137 Stockholm Road, Duluth, MN 55803

Rentals will be reserved on first application received basis. Applications must be submitted to the administrative assistant at least 14 days before the event.

Date of the Event: _____

Type of Event: _____

Applicant Information-

Name of Applicant: _____

Address (for deposit refund check): _____

Phone: _____ Email: _____

Rental Hours- Starting Time: _____ Ending Time: _____

Set-up and Clean-up Times- Applicant may request additional time to set-up and clean-up for the event:

Set-up Date & Times: _____ Clean-up Date & Times: _____

Alcohol and Animals- are prohibited at the City Park Pavilion and grounds.

Insurance- Applicant is required to provide proof of liability insurance with application. Failure to supply insurance will result in forfeiture of damage deposit.

Rental Fees & Damage Deposit- All rental fees, damage deposit, and certificate of insurance must be provided to the City with the application, otherwise the application is void. Applicant understands and agrees that if its application is approved, applicant is fully responsible for the event and is subject to the terms and conditions of the City Park Pavilion Rental Policy.

Applicant's Signature: _____ Date: _____

☐ **By checking this box, the application information is correct for return of Damage Deposit**

CITY USE ONLY

Application approved? _____ Yes _____ No. The approval is conditioned upon the following modifications, limitations, or additional requirements (if any):

Fees: Rental Fee: \$ _____ Receipt # _____ Date: _____

Damage Deposit: \$ _____ Receipt # _____ Date: _____

Gate Key Deposit \$ _____ Receipt # _____ Date: _____

City Representative: _____