Reservation Date:	Rental Times

# Town of Thomson Park Pavilion Use Agreement

Northridge Park 36 Belmar Lane Esko, MN, 55733

Park Use Hours Available 8 am – 10 pm May to October Town of Thomson
25 E Harney Rd – PO Box 92
Esko, MN, 55733
218-879-9719

Admin@TownofThomsonMN.Gov

Town Office Hours Monday – Friday 9 am – 4 pm

The Town of Thomson would like to thank you for your interest in reserving the Northridge Park Pavilion. We are proud to offer you this facility. Improvements to our reservation policy have been implemented to ensure the fairness to all parties and in an effort to maintain a more streamlined scheduling.

### PLEASE READ AND KEEP FOR YOUR RECORDS

The Northridge Park Pavilion may be reserved up to one year in advance and no later than fourteen (14) calendar days prior to the requested reservation date. Reservations will be taken on a first come first served basis and will be determined based on <u>receipt of the \$10.00 non-refundable Reservation Fee</u>. Reservations will no longer be confirmed over the phone (availability checking via phone only). If multiple requests are made for the same date, reservations made and paid for in person at the Town Hall will have precedence over those placed in the drop box or by e-mail.

No Changes can be made to reservation within 14 days of the event.

The Township must pre-approve any outside structures/equipment (i.e. inflatables, bounce houses, dunk tanks, etc.). See Liability Insurance requirements on page 2.

**Reservation Fee:** \$10.00 Non-Refundable. Due at time of reservation with signed contract. Your reservation is for Pavilion use Only and you do Not have exclusive use of Northridge Park. The park is still open to the Public. Pavilion reservations do Not guarantee the availability of parking. Parking is Only permitted in specified areas. Parking/Driving is NOT permitted in grass and play areas.

**Damage Deposit:** A separate Damage/Cleaning Deposit in the form of cash or check in the amount of \$50.00 is required. Fees should be paid by TWO SEPARATE CHECKS.

Each individual/organization who reserves the facility is responsible for cleaning the pavilion at the conclusion of their rental. We will retain the entire amount of your Damage/Cleaning Deposit if <a href="mailto:any">any</a> cleaning or garbage removal is required by Township staff after your use of the pavilion. The Northridge Park Pavilion Cleaning/Inventory Checklist is attached. You must complete all the items listed and take your garbage with you when you leave. Any damage to property or building, above and beyond the damage/cleaning deposit fee will be billed to you. If there are no damages or cleaning required, your entire Damage/Cleaning Deposit will be mailed to you within 15 calendar days.

In the event that a previous rental resulted in damage or required cleaning by Town Staff, a \$150.00 deposit will be required prior to your next reservation. If a deposit is not returned a second time, you will be unable to make any future reservations for the Pavilion. In a case where damage is caused by negligence, the Town reserves the right to refuse future Pavilion reservations to your or your organization.

**Certificate of Liability Insurance Requirements:** The use of Bounce Houses, Inflatables, Dunk Tanks, etc. requires you to provide the Township with a Certificate of Insurance.

A Certificate of Insurance for \$1 million in total liability coverage with the Town of Thomson listed as Also Insured. The Certificate must be provided no less than 30 days prior to your reservation date. If reservation is less than 30 days but no later than 14 days prior to date, Certificate is due within 48 hours of reservation. The certificate of Insurance may be faxed to 218-879-9114 or emailed to Admin@TownofThomsonMN.Gov

**Prohibited Items:** No smoking, No alcohol, No candles, open flame or fires are allowed in and around the Pavilion. Pets should be under the control of their owner at all times and owners must clean-up after their pet.

**Decorations:** No decorations are allowed on the walls of the Pavilion. All decorations must be removed from the site at the conclusion of your rental. The Town is not responsible for items left behind or unattended.

The Township reserves the right to exercise supervisory authority and to prevent unauthorized or illegal activities on Township property. The Town shall not be responsible for interruptions of the use of facilities listed in this agreement for reasons beyond its control and reserves the right to cancel this permit for reasons of public safety or convenience.

The Renter represents and agrees that they have read and understand the information regarding the use of this Township facility, including cancellation procedures, liabilities and responsibilities assumed, times and curfews.

The individual signing this agreement assumes full responsibility for any damages to the shelter/equipment.

The individual signing this agreement must be a competent adult (21 years of age or older) and agrees to abide by all Township codes and policies.

Adult supervisors are required to remain with the group at all times and are responsible for the groups' conduct.

Set up and Clean up are the full responsibility of the individual or organization reserving the Pavilion.

No Discrimination: The Town does not deny access to the Community Room on the basis of race, religion, sex, creed, age, sexual orientation or national origin. Allowing any group to use the Pavilion does not imply endorsement of a group's views by the Town.

Accidents/Damage: Any accidents or damage to the Community Room must be reported to the Town Clerk following the Event.

### **AGREEMENT TO HOLD HARMLESS**

### **ASSUMPTION OF LIABILITY**

The undersigned, as an authorized representative of the person, organization or group named in this agreement on behalf of such organization or group, hereby accepts full responsibility for any breakage or damage to property or structures and for the conduct of those attending the function for which the facility use is granted. The organization or group named herein assumes all risks incident to or connected with its operation under this agreement and shall be solely responsible for liabilities arising from accidents or injuries to persons or property resulting from the function or activity. The organization or group named in this application further agrees to indemnify, defend and hold harmless the Town of Thomson, its elected and appointed Boards, Commissions, Officers, Agents and Employees from any claims, suits, losses or damages for injury to persons or property arising out of activities of such organizations or group, its members, agents, employees, upon Township premises or facilities.

## AGREEMENT TO ABIDE BY RULES AND REGULATIONS

The undersigned, as an authorized representative of the organization or group named in this agreement, represents that he/she has read the agreement and will ensure that all rules are known to persons attending the function or activity, and give unqualified assurances that no violation of such rules shall be allowed to occur on the premises or facilities. The undersigned represents that he/she understands that permission for use of the facility is contingent upon compliance with these rules and such permission may be revoked at any time upon failure of persons attending the function or activity to full comply with these rules.

# REPRESENTTIVE, TO BE PRESENT

Undersigned agrees to be present or to have a representative present during the entire period of use of the facility by the organization or group named in this application.

Today's Date					
Organization / Group Name		<del></del>	Contact Phone Numb	er	
Printed Name		<del></del> -	Street Address		
Signature		<del></del>	City, State, Zip		
Reservation Date:			Open Time: Close Time:		
			e use only***		
Staff person accepting ag	reement:		Date Receive	ed:	
Non Refundable Reservation Fee \$10.00	Check#	Cash Rcpt#	Auth	#	
Rental Fee \$	Check#	Cash Rcpt#	Auth	#	
Deposit \$100.00	Check#	Cash Rcpt#	Auth	#	
Certificate of Insurance R	eceived				

\$1 Million in total liability coverage with the "Town of Thomson" listed as ALSO INSURED

Facilitie	es include:				
Picnic a	area	8 – 8' Tables (seat 8 people each)			
Playgro	ound Structures	3 - 6' Tables (seat 6 people each)			
50 Whi	ite Plastic Foldable Chairs	30 Brown Metal Foldable Chairs			
Restro	oms	Benches & Picnic Tables in park			
Parking Lot		Stove / Oven			
Refrigerator/Freezer		Coffee Pot (35 cup)			
Sink		Serving Window & Counter			
Bring your own: Condiments, Wash Cloths, Towels, Dinnerware, Garbage Bags, etc.  If you use wash cloths/towels from the facility, you are asked to take them home for laundering and return them to the Town Office as soon after your use of the Pavilion.					
Cleanir	ng Checklist:				
	Sweep / Mop spills and/or messes				
	Wipe clean all Counters and Tables.				
	Collect garbage (including from bathrooms) and remove from the Pavilion when you leave.				
	Clean all items used such as Coffee Pot, Oven, Stove, Microwave, Refrigerator, etc.				
	All Decorations, banners, balloons, etc., must be removed.				
	Pull down and secure all roll-up doors that you opened.				
	Lock rear man-door and both bathroom doors.				
	Any washcloths or hand-towels used should be laundered by renter and returned.				

If Pavilion requires Township staff to clean or remove garbage, you damage the lawn by driving to Pavilion, or Tables / Chairs go missing or are broken, your deposit will be retained.

If you experience problems during your reservation, contact the Park Attendant by calling (218) 499-5729 or (218) 812-3501.

In the event of an emergency or injury, call 9-1-1