



Picnic Shelter Rental Form

12/2021

South St. Paul Parks & Recreation Department

125 3rd Avenue North, South St. Paul, Minnesota 55075 Phone:
651-366-6200 FAX: 651-554-3201

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: _____ Resident Non-Resident

Organization (If Applicable): _____

Type of Event: _____ Number of People: _____

Address (City, State, Zip): _____

Phone: _____ E-mail: _____

Facility Requested: North Lorraine Shelter South Lorraine Shelter Kaposia Shelter

Date of Rental: _____ Sat. Sun. Mon. Tues. Wed. Thurs Fri.

Time of Rental (Must be between 9 a.m. and 10 p.m.)

Begin Time: _____ End Time: _____ Total Hours: _____

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

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

- FEES DUE:**
1. Full rental fee is due within (7) days of initial rental request.
 2. **ALL** Shelters: There is a \$100 damage deposit required on all Shelter Rentals at Lorraine Park and Kaposia Park. Your deposit will not be released until the office receives confirmation your facility was cleaned upon conclusion of your rental.
 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)	\$70.00 per reservation	<i>(Fees subject to</i>
Non-Resident (Outside City limits of SSP)	\$90.00 per reservation	<i>8.125% sales tax.)</i>

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: _____

**CITY 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:

- Athletic Field
- Kaposia Park Pavilion
- Kaposia Park Shelter
- Lorraine Park Shelter: North Shelter South Shelter
- Public Park or Ice Arena Parking Lot
- Other: _____

(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 including without limitation exposure to Covid-19 and other communicable diseases, death, and property loss or damage. By executing this Agreement, Renter assumes all 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, exposure to illness including Covid-19, 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 including without limitation exposure to Covid-19 and other communicable diseases, 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 transferees.
- (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) If applicable 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.
- (15) Renter agrees to request all attendees adhere to CDC recommendations and social distancing guidelines as much as possible in relation to a pandemic, including Covid-19.
- (16) If Events and Activities includes an event using City Facilities to host a drive by event or other similar event involving the use of motorized vehicles in an effort to follow governmental social distancing guidelines, the following terms and conditions apply:
 - a. Renter shall provide a traffic control plan acceptable to the City, Police Department, and Fire Department no less than 10 days prior to Event.
 - b. Renter agrees to request all attendees adhere to CDC recommendations and social distancing guidelines as much as possible.
 - c. Renter has sole responsibility for right-of-way traffic control related to any Event or Activity. In the event Renter requires right-of-way traffic control assistance for the event, they must contract directly with local law enforcement.

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

DATE: _____

Printed Name: _____



**Parks & Recreation Department
651-366-6200**

Picnic Shelter Reservation Policy

The Kaposia Park and Lorraine Park picnic shelters are 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 shelters 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.

RENTAL SEASON AND HOURS OF USE

The picnic shelters are available for rental beginning the second weekend in May through the first weekend in October, seven days a week including holidays. Dates before or after the rental season may occur on a first come, first serve basis however, electricity and restroom access may be limited.

Hours available for rental: 9:00 a.m. – 10:00 p.m.

Picnic shelters available for rental include: **Kaposia Park**, 1028 Wilde Avenue
Lorraine Park North, 756 3rd Avenue South
Lorraine Park South, 756 3rd Avenue South

The picnic shelters located at Veterans Field and Kaposia Landing are available on a first come, first serve basis when field use and athletic activities are not present.

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.

RESTROOM & HOT PLATE ACCESS

Portable toilet facilities are available at each shelter site along with an enclosed pit toilet at Kaposia Park and a restroom building at Lorraine Park. The restroom building at Lorraine Park is equipped with flush toilets and sinks. In order to use the restroom building at Lorraine Park or hot plates at Lorraine Park South, you must check out a key. A 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 City Hall, during regular business hours: Monday – Friday, 8:00 a.m. – 4:30 p.m. If your reservation is on Saturday or Sunday, you must pick up your key on the preceding Friday.

The 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 \$100 damage deposit. Your damage deposit will not be released until the key issued for your rental is returned. Lost keys will result in forfeiture of your full deposit. It is your responsibility to ensure that the restroom building and hot plate doors are locked and secured at the conclusion of your rental.

AMENITIES

Amenities included in rental: The shelter area, all picnic tables located within the shelter area (quantities vary), electrical outlets, electric hot plates (Lorraine South shelter only), surrounding grills, and trash & recycling receptacles.

Please be respectful of the shelter and park amenities. 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.

SET UP & CATERING

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.

EVENT RECYCLING

Rental groups are asked to follow the recycling requirements below:

- All paper and cardboard, cartons, glass bottles and jars, metal cans, and plastics labeled #1, #2 and #5 must be properly sorted and recycled.
- Each trash container must have a recycling container within 10 feet. The City of South St. Paul provides additional portable recycling and trash containers that can be checked out free of charge. Please email Courtney Selstad cseilstad@wspmn.gov for more information.
- Rental groups must educate all event staff, volunteers, event vendors, and housekeeping/custodial contractors on what and how to recycle using the [Recycle Right Guide](https://www.co.dakota.mn.us/Environment/Business/Requirements/Documents/RecycleRightGuide) (<https://www.co.dakota.mn.us/Environment/Business/Requirements/Documents/RecycleRightRecyclingTrash.pdf>).

DECORATIONS

Decorations are allowed however should not damage or litter the shelter area. Please note:
Encouraged: Blue Painters Tape, 3M Command Strips, free standing items, balloons.
Prohibited: Nails, tacks, staples, candles, confetti, glitter, silly string, rice, tape, adhered items to ceilings, trees, or fixtures. Failure to pick up and discard excessive trash will result in deductions from your damage deposit.

CONCLUSION OF THE RENTAL

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

1. Placing all waste and recycling material in the designated receptacles. 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.
2. Returning all tables to the original configuration.
3. Removing any hangings, decorations, tablecloths, etc.
4. Removing all items from and cleaning any surrounding grills.
5. General cleaning of any spills or soiled areas.

Park staff will assess the final condition of the shelter and surrounding areas, noting that public use may also have occurred. Any issues may result in deductions from your damage deposit and future rental restrictions.

RENTAL FEES & DAMAGE DEPOSIT

Rental fees are charged on a half-day basis and will not be pro-rated. A \$100 damage deposit must be submitted prior to your rental in order for a permit to be issued. See “Reservation Procedure” and “Restroom & Hot Plate Access” sections.

<u>Group Type:</u>	<u>Fee:</u>
Resident Group (private)	\$70.00/hour (plus MN sales tax)
Non-resident* Group (private, public, or business)	\$90.00/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 permitted in the parking lot designated spaces only and on street adjacent to the park where signage allows. 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.

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 picnic shelter area. All beverages must be served in cans, plastic bottles, or plastic cups, **NO GLASS!** Any version of gambling on park property is not allowed.

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 any public park remains open to the public before and during your rental. The City of South St. Paul Public Works Department endeavors to regularly clean and maintain shelters, trash cans, grills and surrounding areas however we cannot guarantee that other park users will not use and soil your shelter area immediately before your rental period, especially on Sundays. Other activities, Kaposia Pavilion 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 cancelled 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.

CONTACT INFORMATION

City of South St. Paul Parks & Recreation Department - 125 3rd Avenue North South St.
Paul, MN 55075

Parks & Recreation Department - 651-366-6200

South St. Paul Police Department - 911

City information is available on-line at www.southstpaul.org.