



## Facility Reservation and Use Application & Agreement

Full Name ("User")			
Organization			
Address			
City/State/ZIP			
Event Type		# Attendees	
Phone		Email	
Facility to Reserve		Fee	
Add'l Facilities/Services		Fee(s)	
Use Date		Use Time	
Event to Include? (add'l rules may apply)	<input type="radio"/> Alcohol <input type="radio"/> Gambling (Bingo/Raffle) <input type="radio"/> Live Music <input type="radio"/> None of the Above		

Office Use Only			
Resident/Local Org? <input type="radio"/> Yes <input type="radio"/> No		Total Fee(s)	Receipt #
Damage Deposit	<input type="radio"/> Not Required <input type="radio"/> \$100		Check #
Cleaning Deposit (Event > 100)	<input type="radio"/> Not Required <input type="radio"/> \$200		Check #
Requires City Council Approval?		<input type="radio"/> Yes <input type="radio"/> No	

In consideration of the mutual promises and agreements contained herein, the City of Maple Plain ("City"), a Minnesota municipal corporation, hereby grants to User the right to use the City Facility (defined below) under the following terms and conditions:

User shall utilize the Public Facility in a manner consistent with the attached **City of Maple Plain Facility Reservation & Use Policy** and said policies are a material part of this City of Maple Plain Facility Reservation & Use Application & Agreement ("Agreement") and are made a part of and incorporated herein.

User may utilize the Public Facility as detailed in this Agreement on the Use Date and at the Use Time with the above limitations.

**RELEASE AND INDEMNITY.** User agrees that it shall release, defend, indemnify and hold harmless the City, its elected and appointed officials, employees, consultants and agents ("Indemnitees") from and against any claim, demand, lawsuit, judgment, fine, loss, damage, expense, attorney's and other professional fees, which relate to, arise out of or occur during User's use of the Public Facility, whether relating to activities of conditions on the premises or off the premises of the Public Facility, and whether or not any of the Indemnitees are determined or alleged to be negligent. The User agrees that it shall be totally responsible for all loss or damage, or claims made by any person or party which concerns the use or condition of the Facility during the term of this Agreement. Indemnitees shall not be responsible for any loss, damage, or claims.

To the extent User contracts with any company, organization, caterer, or individual for any part of the activities set forth herein, User shall require that such contractor execute an agreement to release, defend, indemnify, and hold harmless the Indemnified Parties to the same extent as set forth above.

**LEGAL EXPENSES.** In the event a claim is made by City whether or not an actual lawsuit results from the claim, for recovery of any amount due under the provisions of this Agreement or because of the breach of any other covenant, term or condition herein contained on the part of the User to be observed or performed, User shall pay to City all expenses incurred by City relating to the claim including reasonable attorney's fees.

**AUTHORITY TO EXECUTE AGREEMENT AND RESPONSIBILITY OF OTHERS.** The User agrees that if this Agreement is executed on behalf of an organization, that the organization has expressly authorized the undersigned to enter into this Agreement on behalf of the organization and that the undersigned signature shall bind the organization. City may request such further evidence of authority to enter into this Agreement from the User, as City may deem appropriate. To the extent that more than one organization or more than one person has signed this Agreement as User, each of them understand that each is jointly and severally liable for all obligations of User under this Agreement. In addition, User represents that it shall, prior to commencement of the term of this Lease, ensure that all persons involved in supervising and conducting the activities on and in the Public Facility are familiar with all terms and conditions of this Agreement.

#### GENERAL PROVISIONS

- **"As Is".** The Public Facility is provided by the City in an as-is, where-as condition, without any liability or obligation on the part of City to make any alterations, improvements, repairs, or cleaning of any kind on or about the Public Facility prior to, during, or after the Use Date.
- **Entire Agreement.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral between the parties and contains the entire agreement between the parties.
- **Amendments.** Any modification or amendment to this Agreement shall require a written agreement signed by both parties.
- **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- **Waiver.** The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- **Savings Clause.** If a court finds any portion of this Agreement to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of, such provision or a waiver of any other breach of or failure to comply with any other provision of this agreement.

#### SIGNATURES

I have fully read and understand the City of Maple Plain Facility Reservation & Use Policy dated April 26, 2021, and this Agreement in its entirety and agree to respect and obey all terms and conditions as provided for herein.

**User:**

**City:**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Jacob Kolander, City Administrator

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Julie Maas-Kusske, Mayor\*

*\*Mayor Signature required only for City Council approvals.*

\_\_\_\_\_  
Date



## Facility Reservation and Use Policy

*Adopted April 26, 2021*

### Reservation Procedures

Parties interested in reserving a City of Maple Plain ("City") public facility ("Public Facility") for private use must complete a Facility Reservation & Use Application and Agreement. Forms are available online or at Maple Plain City Hall.

The City Administrator may approve or deny Facility Reservation & Use Application unless City Council approval is necessary in accordance with City Code or this Policy. Applications denied by the City Administrator may appeal to the City Council. Applications requiring City Council approval must be submitted before the Tuesday prior to the fourth Monday of the month to be included in the City Council Regular Business Meeting agenda. Additional time may be required for larger events or those serving alcohol. Please contact with City Administrator to discuss the review timeline of your event.

All fees must be paid, and paperwork must be complete prior to Facility Reservation & Use Application review. Failure to pay fees or submit paperwork will result in the disqualification of the Facility Reservation & Use Application.

### Reservation Fees

	Resident / Local Business or Organization*	Non-Resident / Other Business or Organization
Veterans Memorial Park Picnic Shelter	Free	\$50
Veterans Memorial Park Band Shell	\$50	\$150
VMP Food Truck Electrical	\$25/truck	\$25/truck
VMP Softball Field (north)	Free	\$50
Don Timpe Field (south)	\$50/hour	\$50/hour
Concession Stand ( <i>excludes equipment</i> )	\$25	\$50
Sound Equipment	\$25/hour	\$25/hour
Rainbow Park Picnic Shelter	Free	\$50
Rainbow Park Ballfields	Free	\$50
City Council Chamber	Free	\$100
Damage Deposit**	\$100	\$100

\* For personal use only or for local use wherein the use of public facilities is not for the profit-generating purpose for a group or business.

\*\* Damage Deposit not required in cases where Facility is utilized for Free, except for events with more than 50 people expected.

All reservation fees are subject to any applicable tax at the current tax rate.

The Funeral or Memorial Service in honor of a resident may be charged the local rate even if the User does not qualify.

Any event seeking City co-sponsorship of their event may petition the City Council for a waiver of all or a portion of fees associated with the event.

User shall provide a damage deposit check when submitting the Facility Reservation & Use Application submittal. The damage deposit check will be held by the City and returned upon satisfactory inspection of the Public Facility and surrounding public property. User shall be held responsible for any damage to the Public Facility and surrounding public property that occurred as a result of the User's use. The damage deposit covers any structural, physical, or related damages to the Public Facility and surrounding public property, along with the removal of any City owned equipment from the Public Facility and surrounding public property. The User shall be responsible for the full costs to the City to repair or replace any damage to the Public Facility and surrounding public property that occurred as a result of the User's use. In the event said costs exceed the damage deposit, the User shall pay the difference.

If grill(s) are used, extinguish the fire, and dispose of residue prior to leaving the Public Facility. Do not place hot ash or embers in the garbage bins.

Note: Rainbow Park Ice Rink is not available for reservations.

### **Limitations on Gathering Size**

Due to impacts on other park users, available parking spaces, or the maximum occupancy of indoor facilities, events shall be limited to the following number of attendees.

	<b>Maximum Number of Attendees</b>
Veterans Memorial Park Picnic Shelter	150
Veterans Memorial Park Band Shell	150
Rainbow Park Picnic Shelter	100
City Council Chamber	45
Don Timpe Field	200

Events where the attendees exceed the maximum may be canceled by the City with no notice and attendees required to disperse.

Events co-sponsored by the City may have attendees in excess of the above maximums subject to the approval of and conditions set by the City Council. Police coverage may be required for any event exceeding 200 attendees with those charges (approximately \$95 per hour with 3-hour minimum) paid by the User.

In addition to the above maximums, events are subject to any limits set by state law or mandates, including by not limited to those addressing public health pandemics. Events should follow state and CDC recommendations and submit to the City appropriate documentation, such as a Pandemic Preparedness Plan.

### **Maintenance & Cleaning Fees**

The following additional fees will be assessed for any additional custodial, maintenance, or grounds work that is required for any event with attendance over 100 people. A \$200 deposit towards these fees is required at the time of Facility Reservation & Use Application submittal. These fees will be itemized, and the balance invoiced to the reserving organization once the duration of the facility reservation is completed. Fees are billed per hour / per employee.

	<b>Weekday</b>	<b>Weekends / Holidays</b>
Minimum Fee (2 hrs.)	\$100	\$150
Additional Hours	\$50	\$75

The City agrees to inspect the Park prior to the User's use. It shall be the responsibility of the User to clean up the Park immediately after use unless an exception is granted by the City Administrator or Council. All trash and recyclables MUST be put in the appropriate cans before leaving the Park. Do not overfill receptacles. If such cleanup work is not done, the City shall have the Park cleaned and User agrees to pay for the charges of this cleanup required to return the Park to the condition in which it was prior to the use of the User. Users are encouraged to document any damages or conditions existing upon their arrival and send to the City.

Additional fees not listed may be charged to you for your facility or field usage upon order of the City Council. Any additional fees billed to the reserving organization that are unpaid will result in legal actions to collect fees and may disqualify the reserving organization from any future facility reservations.

### **Certificate of Insurance; Indemnification**

The City reserves the right to require user to provide a certificate of general liability insurance with per-occurrence and aggregate limits of not less than \$1,500,000 and have the City listed as additional insured on the policy. Certificate of Insurance must be provided at the time of reservation.

User shall release, defend, indemnify, and hold harmless the City, its elected and appointed officials, employees, consultants, and agents from and against any claim, demand, lawsuit, judgment, fine, loss, damage, expense, attorney fees, and other professional fees, which relate to, arise out of or occur during User's use of the Public Facilities.

### **Closed for Seasonal Maintenance**

On occasion, a field or facility will be closed for seasonal maintenance. Outdoor facilities, during this time, are subject to maintenance practices which include field overseeding, aeration, irrigation, or fertilization. Use of a particular sports field and indoor facilities during seasonal maintenance will be posted as off limits.

### **Alcohol**

If alcohol is served, consumed, or sold during the use of the Public Facility, the User shall comply with all state and local laws, rules, regulations, and licensing requirements related to liquor. A permitted use under this Policy is not an approval by the City of state and local laws, rules, regulations, and licensing requirements related to liquor. All events serving or selling alcohol require City Council approval. The City reserves the right to prohibit the serving, consumption, or sale of alcohol within City parks and facilities, or to require police / security presence when consumption takes place. City Code states that consumption of alcoholic beverages in city parks is prohibited unless otherwise allowed by City Council.

### **Park Reservation Timeframe**

- Park facility reservations are typically for a 4-hour time frame; 11 am to 3 pm or 4 pm to 8 pm. Alternate timeframes or extended reservations may be approved by the City Administrator.
- City parks are open to the public from 6 am to 11 pm. Restrooms will be kept open during park hours. The park is closed from 11 pm to 6 am.

### **Compliance with Laws**

The User must comply with all local, state, and federal rules and regulations, including, but not limited to, the City Code.

## Cancellations

User may cancel the use of the Public Facility by providing notice to the City. Amount of refund shall be dependent on amount of notice provided, according to the chart below.

	10 Day Notice	3 Day Notice	Less than 3 Days
Percentage of Fees Refunded	100%	50%	No Refund

The City reserves the right to cancel a reservation and refund any fees up to 72 hours prior to the date of use, or at any time when a state of emergency is declared by the City, the state, or federal government, or unsafe environmental or public health conditions exist in the opinion of the City. In such event, User agrees that the City shall have no responsibility or liability for any disruption or damages or loss which User may suffer or incur due to the cancellation. The City will notify the User as soon as possible if such cancellation occurs. All fees paid to the City shall be refunded if this agreement is cancelled by the City.

## Safety and Appropriateness of Activities

User will not permit any activity in or on the Public Facility which will or could lead to damage to property, personal injury, any public or private nuisance, any adult use as defined in the City Code, Chapter 4, Article 2, or any other activity or condition which violates federal, state, or local law. User shall not damage or destroy the Public Facility nor allow any other person to damage or destroy the Public Facility during the term of this Lease. User recognizes that the Public Facility and surrounding public property are in close proximity to residential areas. Accordingly, User shall not conduct or permit activity on or in the Public Facility, which cause or might cause annoyance and disruption to residential neighborhoods.

## No Improvements, Alterations, or Signs

User shall not (1) construct or install, or allow others to construct or install, any alterations, improvements, fixtures, or alterations to the Public Facility or (2) post or erect, or allow others to post or erect, any signs or announcements on or in the Public Facility and the surrounding public property, without City's prior written consent.

## Other Terms & Conditions

- Priority reservation shall be provided to activities planned or organized or sponsored by the City.
- Recurring permitted uses are not currently prohibited; however, care should be taken to ensure residents and businesses have fair access to use city facilities.
- Due to their proximity, it is not recommended that Veterans Park Band Shell and Veterans Park Picnic Shelter be used by different parties at the same time.
- Up to three food trucks may be hired for a private event; however, that food truck may not sell to the general public. Additional fees apply.
- User shall not utilize the Public Facility to host a public event that might be construed as a "fair" or "market". Community fairs or markets may be co-hosted by the City. Call the City Administrator with questions.
- Any invoiced fees shall be paid by the User within 30 days of the invoice date. Failure to make such payment may result in the City making a claim in a court of competent jurisdiction.