



## FACILITY RENTAL APPLICATION

Name of Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_ Serving Alcohol: Y or N

Event : \_\_\_\_\_ Expected Attendance: \_\_\_\_\_

Name of Organization: \_\_\_\_\_ Tax Exempt— Tax ID # \_\_\_\_\_

Date(s)	Day(s) of Week	Room Requesting	Start Time	End Time	# of Tables

- Your reservation is not confirmed until the reservation and damage deposit fees are received.
- The Renting Organization/Individual agrees and understands that in the event of a cancellation, ninety (90) day notice must be given in order for both the rental payment and damage deposit to be returned. If less than 90 day notice is given, the damage deposit will be returned, however, the Lakeville Heritage Center will retain the rental payment.
- Damage deposit will be refunded to you within 30 days following your reservation date contingent upon city staff recommendation and policy, unless a request to hold the deposit for future reservations has been made.
- Late fee - \$50, charged up front, and returned if out by end time listed on permit. If time extends 30 minutes past permit time, fee is \$200/hr.
- Rental of the Heritage Center rooms are on an hourly rate. The hours shown here will cover the entire time required for the renter to decorate, set-up, conduct the activity, and clean up the facility after use. The facility must be vacated promptly at the conclusion of the time specified on the contract. All changes to reservation must be approved 5 days prior to event.

**City of Lakeville Parks and Recreation Department Facility Usage Release and Indemnification Agreement:** As lawful consideration for being permitted to use a park or recreational facility belonging to the City of Lakeville, I acknowledge, understand, and agree on behalf of myself and my organization, group, or business:

1. Use of the facility includes the risk of serious bodily injury or death including, but not limited to, possible exposure to and illness from infectious diseases including but not limited to methicillin-resistant Staphylococcus aureus (MRSA), influenza, and coronavirus disease 2019 (COVID-19). While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my use of the facility; and
3. I willingly agree to comply with the stated and customary terms and conditions for use of the facility as regards to protection against infectious diseases, including but not limited to any applicable Governor's Executive Orders and Department of Natural Resources (DNR) and Minnesota Department of Health (MDH) guidelines related to the activity, including the Outdoor Recreational Guidelines, which can be found at <https://www.dnr.state.mn.us/aboutdnr/covid-19-outdoor-recreation-guidelines.html>. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, and my organization or group HEREBY RELEASE AND HOLD HARMLESS the City of Lakeville, and its officials, officer's, agents, volunteers and employees ("Released Parties"), from liability for injuries or damages, including any losses caused by the negligence or strict liabilities of the Released Parties. I further agree on behalf of myself and my organization or group to protect, indemnify, and hold harmless the Released Parties from any and all claims, liabilities, damages, or rights of action directly or indirectly arising from the use of these facilities. This agreement is specifically binding upon my spouse, heirs and assigns, and on the spouses, heirs or assigns of any member, employee, or participant of my organization of business. This agreement to release and indemnify the City does not apply in the event of the City's gross negligence or willful and wanton misconduct. I warrant that I am authorized to enter into this agreement on behalf of my organization, group or business. Further, I agree and acknowledge, on behalf of myself or my organization, group, or business and as a condition to use of the park or recreational facility as follows: I am responsible for reimbursing the City for any loss or damage to the park or recreational facility occasioned by, or in connection with the use of the City Property. Use of the park or recreational facility is subject to the conditions, rules, regulations and policies set forth by the City of Lakeville for such use and I have been given a copy of such conditions, rules, regulations or policies and agree to comply with the foregoing. I am responsible for clean-up of the park and facilities following use, including the pick-up and proper disposal of all trash, litter or other debris left on the park or recreational facilities following use.

Permit Holder: (signature) \_\_\_\_\_ Date: \_\_\_\_\_