

# CITY OF VICTORIA

## LION'S PARK PAVILION RENTAL AGREEMENT

The Renter will rent Lion's Park Pavilion from the City of Victoria for an event for the following date, event time and time:

Renter: \_\_\_\_\_  
(Name of contact person) (Name of Organization- if applicable)

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

Phone Number(s): \_\_\_\_\_

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

Date of Event: \_\_\_\_\_

Type of Event: \_\_\_\_\_ Number of Guests: \_\_\_\_\_

Time of Rental: Start Time: \_\_\_\_\_ End Time (include clean-up) \_\_\_\_\_

The Renter agrees to abide by the following terms and conditions:

**TERM OF THE AGREEMENT.** Use of the building begins on the date and time specified above. The Renter must designate rental times to include time needed for deliveries, decorating, and other necessary preparations.

The Victoria Lions Park and Pavilion closes at 10:00 pm. Serving and consumption of alcohol and/or liquor, entertainment/music, must be terminated prior to closing time and the Pavilion must be vacated.

**RENTS AND DEPOSITS.** The Renter must pay all rental fees and security deposits at the time of signing this Rental Agreement. The Renter's event date will not be reserved until this Rental Agreement and all rental fees and security deposits are received. All rental fees and security deposits may be made by personal check, cash or credit/debit. Checks must be made payable to the City of Victoria. All checks for rental fees and security deposits are cashed upon receipt and will not be held.

The Renter must pay a security deposit in an amount determined by the City in consideration of the nature of the event. If no damage occurs and all other terms of this Rental Agreement are met, the City will refund the security deposit in full, only after a full inspection of the premises (inside and out) and of the equipment. If damage occurs, the amount necessary to make repairs will be withheld from the deposit. The Renter is responsible for any damage done by a contractor or caterer hired by the Renter.

**USE OF THE BUILDING.** The Renter agrees to abide by the following rules:

- a. No smoking is allowed inside the facility.
- b. The Renter may not use tacks, nails or duct tape on the walls or woodwork. Adhesive materials such as painters tape or command strips are allowed but must be removed at the end of rental.
- c. The use of glitter and confetti are prohibited.
- d. The Renter must remove any items or property belonging to the Renter from the shelter at the end of the rental time. Items remaining after midnight on the day of rental will be discarded. The City and its employees or agents will not be responsible for any lost, stolen, or damaged belongings in or on the facility property, either before, during, or after the event.
- e. Offices and garage are off limits to the Renter and/or guests.
- f. Bathrooms are for public use during park hours, including during a rental.
- g. If the Renter plans to set up a tent near the facility, it must be approved by the Parks and Recreation Department at the time of rental. The Parks and Recreation Department will call for locates.
- h. The Renter must have approval by the Parks and Recreation Department to set up a bounce house at Lions Park. Once approval is granted, Renter must provide a copy of liability insurance naming City of Victoria as additionally insured for up to \$2,000,000 million. Liability insurance can be purchased through homeowner insurance providers, provide copy to the Parks and Recreation Department.
- i. Any amplification must be maintained to an acceptable level and must end by 9:30 pm. If Renter is planning a special event that includes amplification, they will need to file a Special Event Permit through the City of Victoria. Any noise complaints that are reported must be addressed immediately. In the event law enforcement must return a second time for a noise complaint, a citation may be issued, and the facility may be closed.
- j. Renters do not have access to any visual equipment in the building or the fire pit on the patio.
- k. No vehicles are permitted inside the Lions Park Pavilion.

**CLEAN UP.** The Renter agrees to perform the following clean up at the end of rental time:

- a. Clean the food service area, if used.
- b. Discard all disposable items, decorations and trash.
- c. Trash should all be taken to trash receptacles then put in new trash liners.
- d. Wash down all tables and chairs.
- e. Return any tables and chairs used to their proper rack.
- f. Clean any and all spills or accidents.
- g. Sweep (and mop large spills) floors.
- h. Pick up and dispose of all litter, paper and debris from adjacent areas and parking lot.

- i. The cost of any additional cleaning done by building personnel will be deducted from the Renter's security deposit.

**PROVIDED EQUIPMENT/SUPPLIES** inside the Lions Park Pavilion.

- a. Refrigeration
- b. Ice Machine
- c. Tables (20 rectangular)
- d. Chair (100 folding chairs)
- e. Cleaning supplies
- f. Paper products for towel and tissue in public restrooms
- g. Access to serving area/electricity
- h. Auxiliary port for audio (must provide your own cord).

**ALCOHOL**

- a. Persons over the age of 21 may possess and consume malt beverages, beer and wine within city parks.
- b. Renters may have Events with alcohol for purchase. Selling alcohol requires the Renter to hire a licensed caterer that would serve the alcohol. State licensed caterers can be found at Minnesota Department of Public Safety.
  - i. The Renter will be required to pay the liquor fee according to the City's Fee Schedule.
- c. Events with the sale of alcohol require Renter to hire a peace officer or security to be onsite the entire time alcohol is sold. This can be through an independent contractor who is licensed and bonded or the Carver County Sheriff's Department.
- d. All required fees and deposits, in accordance with the City's Fee Schedule, must be paid prior to any alcoholic sales in the facility.
- e. When alcohol is being sold, Renter/Caterer is required to provide a certificate of liability insurance in an amount not less than \$2,000,000 to the City of Victoria, naming the City of Victoria as an additionally insured, prior to any use of the Pavilion.

This coverage can be secured through Renters homeowner's insurance provider, through the caterer holding the liquor license or purchase Tenant User Liability Insurance Program (TULIP) through the League of Minnesota Cities Insurance Trust. For more information on TULIP visit [www.onebeaconentertainment.com](http://www.onebeaconentertainment.com)). A copy must be submitted to the Parks and Recreation Department prior to the event.
- f. The Carver County Sheriff's Department/City of Victoria has the authority to close the facility at their discretion due to unruly behavior, conduct, disturbance of the peace or other violations of law.

- g. Occupants/Renter of the building that fail to follow the proper procedures for alcoholic beverage use will lose their deposit in full.

**INDEMNIFICATION.** The Renter agrees to indemnify and hold harmless the City, its officers, employees and agents from any and all claims, demands, costs, damages, losses, actions, causes of action or judgments which the City may pay or be required to pay by reason of any damage to property or injury or death to any person, employee, firm or corporation arising out of the use of the Pavilion by the Renter, its employees, agents, guests or invitees, or any other person attending the Event. The Renter’s liability to the City, including liability for damage to the Pavilion, shall not be limited by the amount of the security deposit. Nothing herein shall be deemed to waive or limit any statutory limits on liability available to the City under Minnesota Statutes, Chapter 466 or otherwise.

**CANCELLATION.** Renter will receive a full refund up to 90 days prior to event; 50% refund 60 days prior to event; after 60 days, the reservation fee is non-refundable. At any time prior to 30 days before the Event, the City shall have the right, upon notice to the Renter, to cancel the event and terminate this Agreement. The City shall refund any security deposit and any fees paid under this Agreement, and neither party shall have any further liability to one another.

**NON-TRANSFER.** This Agreement is non-transferable.

**NON- SUFFICIENT FUNDS CHECKS.** If a Renter’s check is returned because of non-sufficient funds, the Renter will be charged a \$30.00 fee in addition to the original check amount.

**SELECT ONE:**

- Will you be selling alcohol at this function? YES or NO
- Will you be setting up a tent at this function? YES or NO
- Will you be setting up a bounce house at this function? YES or NO
- If YES to either the selling alcohol or bounce house question, do you have the proper insurance documentation? YES or NO

RENTER \_\_\_\_\_ DATE \_\_\_\_\_

CITY APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_

*Return with Rental Agreement* Prior to returning paperwork and fees, please confirm your date with the Victoria Parks and Recreation. Once there is a confirmed date, you will be required to submit all paperwork, deposit, and rental fee to permanently reserve your date.

**PAYMENT INSTRUCTIONS**

- Deposits and rental fees are payable at booking to reserve the building.
- Checks made payable to: City of Victoria.
- All checks for rental fees and security deposits are cashed upon receipt, not held.

**IMPORTANT NOTICE:** Any security deposit refunds after the event must be returned to the person that issued the original check. For this reason, the City will return security deposits to the name and address listed on the check. Please make sure the address on your check is current.

**Lions Park Pavilion Rental Fee:** \$ \_\_\_\_\_ **Alcohol Sales Fee:** \$ \_\_\_\_\_

**Refundable Security Deposit\*:** \$ \_\_\_\_\_

*\*The security deposit is to cover any damage to the facility, violations of the rental agreement, extra cleanup.*

Group is Tax Exempt: Yes \_\_\_\_\_ No \_\_\_\_\_  
*(If yes, please supply the tax-exempt documentation)*

For Office Use Only:
Total Amount Paid \$ _____
Payment Method _____
Date Paid: _____

**LIONS PARK PAVILION FEE** *(Fees do not include tax)*

	Resident (Mon- Thurs.)	Resident (Fri.-Sun.)	Non-Res. (Mon- Thurs.)	Non-Res. (Fri.-Sun.)	Security Deposit	Alcohol Sales Fee
Government and Victoria Lions Club	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge
Non-profit Organizations	\$50/day	\$100/day	\$100/day	\$150/day	\$200	\$50
Private Functions	\$100/day	\$200/day	\$150/day	\$250/day	\$250	\$50
Business	\$100/day	\$200/day	\$250/day	\$350/day	\$250	\$50

## **Catering Information or Special Function Service Planner**

*Complete section below if there will be a caterer serving or selling alcohol*

Event Date \_\_\_\_\_

Caterer Name (if applicable) \_\_\_\_\_

Caterer ID Number: \_\_\_\_\_

Caterer Insurance Information: \_\_\_\_\_

Renter Contact Name \_\_\_\_\_

Cell Phone (or best number) \_\_\_\_\_

Email \_\_\_\_\_

Street Address \_\_\_\_\_

City State Zip \_\_\_\_\_



## HOLD HARMLESS AGREEMENT

I understand that the use of the City of Victoria's facilities, amenities, roadways and any other public place or property is voluntary. I agree that the use of the roadways for a block party, park rental, or neighborhood event is undertaken at my own risk and the City of Victoria will not be liable for any claims, injuries, damages of whatever nature incurred by me, or members of my organization, residents, friends, neighbors, in attendance due to negligence, or the negligence of third parties. On behalf of myself, members of the organization, residents, friends, neighbors, I expressly forever release and discharge the City, its agents or employees, from any claims, injuries or damages. I agree to defend, indemnify and hold harmless the city from any claims, injuries or damages of whatever nature arising out of or connected with my use of the facilities. I also agree to reimburse the city for any damage, breakage, maintenance and/or theft of the facilities if so warranted.

\_\_\_\_\_  
User Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization

Updated 10/8/18

## Frequently Asked Questions— Lion's Park Pavilion

### **How do I rent the Lion's Park Pavilion?**

Call Victoria Parks and Recreation at (952)443-4255 to select an available date. Renter will need to complete application, make payment in full and submit damage deposit. Once the Parks and Recreation Department receives all required documentation and payment, the date will be secured, and the renter will be emailed a permit/receipt for their reservation.

### **Who do I make the check payable to?**

Payments can be made out to the City of Victoria.

### **Can I write out one check for the deposit and the rental fee?**

Yes.

### **Where do I send the contract and check?**

Victoria Recreation Center, 8475 Kochia Lane, Victoria, MN 55386

### **When are the Security Deposit and Rental Fee due?**

All fees are due when you submit your contract. Once all items are received your date will be secured.

### **What is the address of the Lions Park Pavilion?**

The address is 1505 82<sup>nd</sup> Street, Victoria MN 55386.

### **Who is responsible for setting up the room and cleaning up afterwards?**

It is the Renters responsibility to set-up and take-down tables and chairs. All tables and chairs must be returned to racks when taking down. The Renter is responsible for cleaning serving spaces, sinks, table and chairs. Renter shall sweep and mop up the shelter after the event. Cleaning supplies are located in the shelter.

### **How many tables are available?**

20 rectangle tables (seat 6 per table)

### **How many chairs are available?**

100 metal folding chairs

### **How do I get a key to the facility for my event?**

Key Fobs will need to be picked up no earlier than one day prior to the event and returned the next day after the event. Pick-up location is the Victoria Recreation Center.

### **If I have rented items from elsewhere that are to be picked up, do I need to be there?**

You may have items delivered during the rental time. The City will not provide access to vendors for delivery or pick-up outside of the rental time.

### **How do I get my security deposit back?**

The Renter will get the security deposit back once the building has been inspected by Public Works (Public Works inspects after every rental). The City will then issue a refund to Renter. Refund by credit card will be within 5 business days, refund by check will be within 30 days. Must refund the way original payment was made.



**How can I make a payment?**

Renters must make their payment for the rental and the security deposit at the time of rental to secure the date.

**Is there a food preparation area?**

There is no food preparation space at the Pavilion. The Concession Area is intended as a serving area with amenities such as serving windows, electricity and refrigeration as well as a sink and counter space.

**Is alcohol allowed to be served in the Pavilion?**

Persons over the age of 21 may possess and consume malt beverages, beer and wine within city parks. No kegs or glass allowed.

If Renter chooses to sell alcohol they will need to work with a caterer who holds a current Liquor License through the State of Minnesota. Renter or caterer must also have liability insurance or TULIP.

**Where do I call if I have more questions?**

Leading up to your event call the Victoria Recreation Center at 952-443-4255.

Day of the event, maintenance or cleaning issue call the Public Works On-Call Pager at 952292-2454 for assistance. Any other issues please call the Victoria Recreation Center at 952443-4255.

**How early can I make my reservation?**

Reservations can be made 365 days in advance.

**How much notice is needed to make a reservation?**

It is recommended that reservations be made at least one week prior to reservation date. If renter plans to sell alcohol at the event, reservation should be made at least two months prior to event.

**What is the capacity of the Lions Park Pavilion?**

- 218 people can occupy the building when there are tables and chairs set up
- 468 people can occupy the building when only chairs are used
- 656 people can occupy the building when tables and chairs are not used

**Can I have a bounce house at Lions Park?**

Yes, but Renter's need to notify the Parks and Recreation Department at the time of rental. Renter also needs to purchase insurance naming the City of Victoria as additionally insured and provide a copy.

**Inclement Weather Procedure**

All rentals are rain or shine, the City of Victoria does not give refunds due to weather. The only exception is if conditions are deemed unsafe by the City of Victoria. If the facility is closed by the City of Victoria the renter will receive a full refund of payment and deposit.

**Lion's Park Pavilion Tour**

If Renter's would like to schedule an in-person tour, prospective renters can arrange a time with the Parks and Recreation Department at 952-443-4255 to check-out the keys to view the facility on their own. The City of Victoria has a virtual tour available as well as Pavilion dimensions.

# **Lions Park Pavilion CLEANING CHECK LIST**

- **Clean the food service area, if used.**
- **Discard all disposable items, decorations and trash.**
- **Trash should all be taken to dumpster in the north parking lot, then put in new trash liners.**
- **Wipe down all tables and chairs. Cleaning supplies are in the concession area.**
- **Return any tables and chairs that are used to their proper rack.**
- **Clean all spills up**
- **Sweep (and mop large spills) floors.**
- **Pick up and dispose of all litter, paper and debris from adjacent areas and parking lot.**
- **Shut and lock all exterior doors (pull doors shut tight), garage doors, hallway gate and lock windows.**

# **Lions Park Pavilion KEY AND DOOR INFORMATION**

- **Pick-up and drop-off at the Victoria Recreation Center on the day of event (between 6 am-8 pm in June-August and 6 am-10 pm September-May)**
- **The key fab will give you access into the concession entrance (on the exterior and the interior).**
- **The Allen wrench will allow you to unlock the main entrance. Hold the bar down and turn the Allen wrench to keep it unlocked. Do the opposite to re-lock.**
- **Garage doors can be manually opened from inside. You must close and re-lock all the garage doors after use.**
- **The pad lock key for the gate in the hallway by the bathroom is on the key ring. Please secure the gate and lock it at the end of your event.**