



**Carver  
County  
Parks**

11360 Highway 212 West, Suite 2  
Cologne, MN 55322

## Lake Waconia Event Center: Use Permit

Permit made on \_\_\_\_\_, between the Carver County herein referred to as "County" and \_\_\_\_\_, herein referred to as "Permittee". In consideration of the mutual covenants contained herein, the parties agree as follows:

### **I. DESCRIPTION OF RENTED PROPERTY**

County permits to Permittee and Permittee does hereby permitted the following property the Lake Waconia Event Center, Waconia, MN (the "Premises"), 8155 Paradise Lane, Waconia, MN 55387.

Lake Waconia Event Center (See Map for Area(s) Included in Facility Rental)

### **II. PURPOSE**

Permittee represents that such premises and property are being permitted for the purpose of \_\_\_\_\_, and for no other purpose whatsoever without the written consent of the County endorsed on this permit, on Date: \_\_\_\_\_ beginning at (time): \_\_\_\_\_ and ending by time of no later than 1:00a.m. for event activities.

\*Use of building is permitted only to 1:00a.m. for event activities. Any/all persons service providers assisting with the event need to out by 2:00a.m. the following day. It is important for the permittee to understand that all clean-up/tear-down must be completed by 2:00a.m. – No exceptions. If greater access is needed, the Permittee should coordinate with the Park Office – additional rental fees will be applied.

### **III. USE OF FACILITY**

Rental includes only the use of the Premises plus available tables and chairs for seating up to (350) people. Do not remove any County-owned items such as tables, chairs, equipment, etc. from Lake Waconia Event Center unless written permission has been obtained from the Parks Department. No decorations, banners, signs, etc. can be pinned, nailed, taped, or affixed to the tables, chairs, walls, floors, windows, ceilings or rafters unless written permission is granted by Parks Department staff. The use of all confetti including metallic, plastic, paper, and glitter is prohibited. Birdseed, sand, and rice are also prohibited. Water fountains are permitted with the understanding renter must guarantee no leaks. Candles of <4" are permitted, but must be in a container/holder and not placed directly on the tables or counters. No tissue paper decorations are allowed. The Lake Waconia Event Center is a smoke free facility. Smoking is prohibited at all inside areas of the Event Center.

After use of the Premises, the Permittee shall leave the facilities rooms, floors, common areas and restrooms used in a clean and orderly condition as provided by the general rules and regulations pertaining to the use and rental of the Lake Waconia Event Center. Permittee is responsible for cleanup including, but not limited to the following: wipe up any spills and all garbage must be removed from the building. Trash can be deposited in the dumpster outside in the back side of the building. Permittee agrees to leave the facility free of trash and any items brought to the site, and in a neat and orderly condition. County staff will verify the completion of required tasks on-site day of event.

Early access is available beginning no earlier than on the day of the event. If early access is granted, Permittee agrees to pay the appropriate fee related to early access as listed on the rental fees page attached as "Exhibit C". The Permittee must arrange to have all items removed from the Lake Waconia Event Center the day of the rental by 2:00am – **No Exceptions.**

CARVER COUNTY

#### **IV. RENT**

Permittee shall pay the County for the use of said Premises and facilities in accordance with the fee schedule on "Exhibit B". Reservations will only be held after the permit fee payments are made. The reservation will not be guaranteed until the Permittee delivers a signed rental agreement, all Certificates of Insurance that have County Required Limits, and the rental fee.

Any rental fee paid in advance will be returned if the rental is cancelled ninety (90) days prior to the rental date. No refund of the rental fee will be made if the cancellation occurs less than ninety (90) days prior to the rental date.

#### **V. RULES AND REGULATIONS**

Permittee shall abide by and conform to all rules and regulations from time to time adopted or prescribed by County, for the government and management of the Lake Waconia Event Center. Permittee hereby expressly consents and agrees that all doors and exits shall remain unlocked and in working order, that the County may, through either a County official, employee or a Carver County Sheriff's Deputy, come on the Premises at any time for any reason and observe the activities taking place, and all activities shall be both lawful and reasonable.

#### **VI. EMPLOYEES OF PERMITTEE**

All person(s) hired or whose compensation is paid by Permittee are employees of Permittee, and Permittee is responsible for payment of any required workmen's compensation, unemployment insurance, social security and withholding taxes.

Permittee, as employer, shall be responsible for all actions of said employees as the employer thereof.

#### **VII. INDEMNIFICATION AGREEMENT**

Prior to the effective date of this Reservation/Special Use Permit, and as a condition precedent, all Vendors will furnish the County with an original Certificate of Insurance listing the County as an "Additional Insured" in all coverage areas including Excess Umbrella Liability or Excess Umbrella "follows form language" except Worker's Compensation and Professional Liability for all vendors providing service on the premises. (See Exhibit B).

Additionally, any and all claims that arise or may arise against the "Permittee", its agents, servants or employees as a consequence of any act or omission on the part of the "Permittee" or its agents, servants or employees while engaged in the performance of the Contract shall in no way be the obligation or responsibility of the County. The "Permittee" agrees it will defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages, consequential damages, expenses, claims or action including attorney fees which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the "Permittee" acts, omission, performance or failure to adequately perform its obligations pursuant to this contract.

#### **VIII. COMPLIANCE WITH LAW**

Permittee shall comply with all laws of the United States, the State of Minnesota and the County of Carver, all ordinances of the County, and all rules and requirements other municipal authorities of the County, and will obtain and pay for necessary permits and licenses, and will not do or suffer to be done anything on said Premises during the term of this permit in violation of any such laws, ordinances, rules or requirements. If the attention of Permittee is called to any such violations on the part of the Permittee or of any person employed by or admitted to said Premises by Permittee, Permittee will immediately desist from and correct or cause to be corrected such violations.

## **IX. BEER, WINE OR LIQUOR & FOOD**

Permittee will not cause or allow beer, wine or liquor of any kind to be consumed on premises unless conditions of an appropriate permit or licenses obtained from the County pursuant to the terms and conditions of an appropriate permit or license obtained from the County. If admission is charged (in advance or at the door) for an event held at the Premises, and if the admission price includes free access to liquor, wine, or beer, those items will be considered to have been "sold" or exchanged for compensation. Alcoholic beverages are not permitted outside of the building. The sale of intoxicating liquor is restricted to the qualified licensed company or individual who has obtained an on-sale intoxicating liquor license from the County.

- Food and beverage service vendors are provided access (when written in the Use Permit) to the kitchen prep & bar areas when those providers meet County insurance, liquor licensing and food service licensing requirements set forth by the County and other State agencies (MDH etc.). The event Permittee is responsible for collecting and providing all required documentation to Park Staff for review. Other than by approval of the Parks Department, service vendors are otherwise considered not approved to be in the facility.
- "Pot-luck" style food/drink arrangements as part of an event are allowed, but must be approved by Park Staff prior.

The County may, under certain conditions, terminate a Special Event Use Permit should services of this nature be provided without approved insurance coverage.

## **X. DAMAGE TO PROPERTY**

If the Premises or any portion of the building or any equipment contained therein during the term of this Permit shall be damaged by the act, default, or negligence of Permittee, or of Permittee's agents, employees, patron, guests, or any person admitted to the Premises by Permittee, Permittee will pay to County on demand such sum as shall be necessary to restore the Premises or equipment contained therein to their present condition. Permittee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the Premises or any portion of said building by the consent of the Permittee or by or with the consent of any person acting for or on behalf of Permittee. Permittee agrees to have on hand at all times, at Permittee's own expense such police protection as is determined necessary by the County to maintain order to protect persons and property.

Permittee will provide to County, in the application as indicated, a detailed description of the purpose for which the facility & rented area will be used for including: (i) a description of the event; (ii) whether admission will be charged; (iii) whether beer, wine or intoxicating liquor will be served; (iv) a description of any food that will be served; (v) whether a separate fee will be charged for the food and the beer, wine or intoxicating liquor; and (vi) a description of any music, identifying the band or disc jockey.

## **XI. LOSS OF EQUIPMENT OR SITE FURNISHINGS**

All equipment entrusted to the care of Permittee or on the demised Premises during the term of this permit which shall become lost, stolen, or which shall disappear, shall be the sole responsibility of Permittee. Permittee shall be responsible to pay full replacement costs to County.

## **XII. HAZARDOUS ACTIVITIES**

Permittee shall not do or permit to be done anything in or upon any portion of the Premises, or bring or keep anything therein or thereupon, which will in any way increase conditions of any insurance policy upon the building or any part thereof, or in any way increase the rate of fire or public liability insurance upon the Premises or property kept therein, or in any way conflict with the regulations of the fire department or with any of the rules, regulations, or ordinances of the County. All vendors of Permittees shall provide the County with a Certificate of Insurance providing proof of insurance coverage acceptable to the County.

### **XIII. NO SUBLETTING**

Permittee shall not assign this permit, nor sublet the Premises or property kept thereon, nor suffer any use of the Premises other than herein specified.

### **XIV. ATTORNEYS' FEES**

Permittee shall pay reasonable attorneys' fees and costs on behalf of County if County institutes litigation against Permittee for a breach of the terms and conditions of this permit, or if the County is made a party to litigations instituted by a third party relating to the demised property and/or the Permittee's use thereof. The reasonable attorneys' fees and costs incurred by County herein shall be paid by Permittee whether litigation is prosecuted to judgment or not.

### **XV. CASH DEPOSITS**

Permittee has deposited with County a damage deposit for the faithful performance of and compliance with all the terms and conditions of this permit. The damage deposit is calculated in accordance with the schedule on Exhibit "B" attached hereto. Should Permittee fail to comply with each and every term and condition of this Permit, then the amount deposited as security shall be retained by County as fixed, liquidated, and agreed damages for payment of disbursements, costs, and expenses the County may incur. The parties shall treat the security deposit as liquidated damages, in payment of such costs, disbursements, and expenses sustained, as the parties cannot ascertain the exact amounts of costs, disbursements, and expenses that County would sustain in the event of any breach or violation hereunder by Permittee. The retention and holding of the security deposit for payment of such costs, disbursements, and expenses shall not in any manner be considered as payment for any rent due or to become due under this Permit, or in any manner release Permittee from any rents to be paid, or from any of the obligations herein assumed. If all the terms and conditions are fully complied with by the Permittee, then the security deposit shall be returned to the Permittee on surrender of the Premises in a good state and condition, reasonable use and wear thereof excepted, within thirty (30) days at the termination of this Permit.

### **XVI. EVACUATION OF BUILDING**

County reserves the right to evacuate the Premises and the building during any activity in progress where it is deemed necessary for the safety of the general public.

### **XVII. RELEASE OF COUNTY**

County shall not be responsible for any damage or injury, including theft that may happen to Permittee or to Permittee's agents, servants, employees, guest, invitees, patrons, other third parties or property from any cause whatever prior, during, or subsequent to the event at or use of the Premises covered by this Permit, and Permittee hereby expressly releases County from and agrees to indemnify and hold County harmless against any and all claims for such loss, damage or injury.

### **XVIII. LIEN ON RECEIPTS**

Any sum due County from Permittee for use of Premises or any accommodations, services, or materials, shall be a first lien on any receipts of Permittee.

### **XIX. MANAGEMENT OF THE LAKE WACONIA EVENT CENTER**

Any matter not herein expressly provided for shall be in the discretion of the Parks Director or designee of the County and/or the County Board.

### **XX. BINDING EFFECT**

All terms and conditions of this Permit shall be binding on the parties, their heirs, representatives or assigns, and cannot be waived by any oral representatives or promise of any agent or other person of the parties hereto unless the same be in writing and mutually signed by the duly authorized agent or agents who executed this permit.

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**XXI. REVISED TERMS**

It is expressly agreed between County and Permittee that all the terms of this permit including, but not limited to: rental rates, deposits, services, admission fees and charges, and supplies, are subject to revision made by the County Board. County shall give Permittee written notice of any revisions approved by the County Board and all such provisions shall be deemed to be an amendment hereto and a part hereof unless the Permittee gives County written notice of its repudiation of all the terms of this permit and surrenders any permitted interest it may have within ten (10) days after receipt of the notice of revisions from County. The Permittee understands that this is a legally binding document. Be sure you understand the provisions and terms before you sign this permit. If you do not understand the terms, you are advised by the County to seek legal counsel. Permittee executes this permit voluntarily and with full knowledge of its significance.



CARVER COUNTY

**FEES & DEPOSITS REQUIRED**

(Reservation Confirmation Fees)

Rental Down Payment \$ 500.00 (Paid at time of Reservation/Booking)  
Rental Damage Deposit \$ 500.00 (Paid at time of Reservation/Booking)

\*Down Payment is credit towards Facility Rental Cost

(Facility Rental Fee)

Rental -Per Day Rate \$ 1,000.00 (Due 4 weeks before Event)

(Hourly Service Fees)

Building Attendant (\$20/Hr./Staff) \$ \_\_\_\_\_ (Due 2 weeks before Event)

Event Security (\$80/Hr./Staff) \$ \_\_\_\_\_ (Due 2 weeks before Event)

*\*Paid overages pertaining to these fees will only be resolved when exceeding \$100*

Grand Total Amount Due \$ \_\_\_\_\_

(Credit, Cash or Check Payment Accepted)

**UNDERSTANDING**

This application must be filled out completely by an adult 21+ years of age. Any/all youth participating in a rental must have adult supervision at all times of facility use. All appropriate fees/deposits must accompany this form prior to the application being filed for review. Additional forms and paperwork will need to be completed and returned to the Park Office in a timely manner as communicated by Park Staff; failure to do so might result in terminated rental application and/or agreement.

**EXECUTION**

I (We) represent and agree that I (We) have read and understand the information regarding the use of the Lake Waconia Event Center, including cancellation procedures, liabilities and responsibilities assumed, times and curfews and maximum room capacities. I (We) further understand that this is only an application for use which provides me (us) with no assumed or implied rights for use until written approval from the Park Office is received. I (We) further understand that fees paid are only refundable in accordance with County Park Facility General Guidelines (Exhibit A).

**ACKNOWLEDGEMENT – TERMS/CONDITIONS:**

\_\_\_\_\_

(Permit Holder/Renter)

\_\_\_\_\_

(Date)

\_\_\_\_\_

(Carver County Parks Department Staff)

\_\_\_\_\_

(Date)