



**Carver
County
Parks**

11360 Highway 212 West, Suite 2
Cologne, MN 55322

APPLICATION: Lake Waconia Event Center Rental

General Information

Full Name(s) of Applicant(s): _____

Name of Organization (if applicable): _____

Primary Address: _____

City: _____ State: _____ Zip: _____

Cell Phone: _____ Day Time Phone: _____

Primary/Best Email (this will be used as critical means of communication): _____

Secondary Email(s) to Include: _____

DATE OF EVENT:

Month: _____ Day: _____ Year: _____

Type (Purpose) of Event (Please Circle Best Option): **Wedding** **Entertainment** **Meeting** **Exhibit**

Community Event **Religious** **Other (Write-in):** _____

Estimated Time of Guest Arrival: _____ Estimated Time of Departure: _____

Anticipated Number of Guests/Participants Attending: _____

Does Your Event Include Alcohol: Yes _____ No _____ If Yes, Type(s): _____

*Desired Served Time(s): Start _____ End _____ (Security Staffing fees will be determined by alcohol service times)

Fees (Fees Shown are Base Fees – See Exhibit C for Full Fee Details)

Facility Rental: \$1,000/Day (Includes Custodial Service and Table/Chairs for 300 people)

Staffing: \$20/Hr./Staff for Event Attendant, \$80/Hr./Staff for Event Security

Reservation Deposit: \$500 (Due at time of Reservation)

Damage Deposit: \$500 (Due at time of Reservation)

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. All deposits are non-refundable. 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.

The Parks Department shall make available to the holder of this rental application, a Use Permit to occupy and utilize the Lake Waconia Event Center on the date(s) specified and shall provide custodial services, building supervision and police/security services (as required) for the event. The County reserves the right to exercise supervisory authority and to prevent unauthorized or illegal activities on/in all County property. The County shall not be responsible for interruptions of the use of any facilities for reasons beyond its control, and reserve the right to terminate the Use Permit for reasons of public safety threat or otherwise not identified & approved in the Use Permit.

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 rental procedures.

Signature of Applicant(s): _____ Date: _____



Exhibit A: Facility Rental - General Guidelines

We appreciate you selecting the Lake Waconia Event Center (LWEC) for your event. To clearly communicate the procedures & guidelines for the rental of the facility it is a required of the permit holder to review the language below in its entirety. It is recommended that some of the information below is provided to the vendor(s) the Permittee will contract with.

- Some reservation requests may not be accepted less than (12) months from the date of the event.
 - All required forms, documents and payment/deposits must be made no more than (120) days prior to the event date. Failure to meet this timeline could result in termination of facility reservations and/or issuance of Use Permit.
 - Reservations will be considered tentative until all required items are provided to the Park Office.
- One contact person (Permittee) needs be designated to oversee all details and arrangements with the LWEC, Park Staff will utilize the individual on the Application and Use Permit as this person.
- Event/Facility Cancellations & Refunds see Exhibit C.
- A rental day is defined by park hours of operation for the park, with the extension of preauthorized use until 1:00am. No extended use hours beyond 1:00am. (Overnight use is not allowed - **No exceptions**)
 - Event clean-up hours are available until 2:00am. Additional fees (facility and staffing) will be applied for use of the facility the following day. Plan accordingly.
- The County Board maintains the final approval (if necessary) of all Special Event Use Permits requests for the facility.
- By signing the Use Permit, the renter there by agrees to all the terms put forth including all listed exhibits.
- Rental fees include access to the tables & chairs (~350) within the facility, as well as stage area and dance floor.
- Any & all items owned by a vendor/service provider or Permittee must be removed from the facility (& regional park) no more than (1) hour after the event conclusion. Anything brought in for the event by the vendor must be removed off-site.
- Décor for an event can be conducted by the renter. If a professional service provider is utilized, that business must have/obtain insurance meeting County requirements. Please note, post-event clean-up from any type of decoration will determine the refunding of damage deposit fees (Park Staff determination). Glitter is not an approved decoration item – **No exceptions.**
 - All decorations & trash/recycling must be removed from inside the LWEC and taken off site no more than 1-hour after event conclusion.
 - If a décor vendor(s) is utilized by the event group/Permittee, general clean-up of the facility as it pertains to any décor items (streamers, lighting, balloons etc.) should be removed by the vendor however is the ultimate responsibility of the event group/Permittee.
 - No candles less than 4" in height may be used in the facility.
- Unless otherwise agreed upon between the Permittee and their food & beverage vendor(s), the vendor(s)

are responsible for general clean-up of these portions of the facility following the conclusion of the event: countertops, bar area/top, sinks, guest table-tops walk in coolers/freezer/refrigerator, garbage & recycling containers etc.

- Facility access prior to the event cannot be guaranteed but when possible (based on other bookings and operational items) Park Department Staff will work to provide access. Reference Exhibit B for Use Fees.
- Smoking is prohibited *within* the LWEC facility - **No exceptions.**
 - Smoking is permitted on the LWEC grounds in the designated area(s) only – See Map.
- Security Staff assigned by the Parks Department can:
 - Order the removal of an event attendee at his/her discretion.
 - Order the immediate termination or removal of any/all alcohol activities and consumption (individual or general) from the premises.
 - Revoke the Special Event Use Permit immediately and order all persons in the event to vacate the premises.
- Alcohol is allowed during an event. Alcohol must be served by a licensed service provider and can only be served from the bar area with consumption in the primary dining & social area only. Final service of alcohol (“last call”) shall be no less than (30) minutes before the end of facility hours (1:00am) - **No Exceptions.**
 - In no circumstances is alcohol of any type allowed on the LWEC grounds or in the facility by anyone other than the approved service provider – **No Exceptions.**
- Any and all music will be contained within the LWEC facility. Music must end (30) minutes before the end of facility hours (1:00am). The Parks Department/County staff is not required or responsible for sound equipment or troubleshooting of any kind. The Event Attendant will help coordinate what is/isn’t allowed for equipment set-up and access to power within the facility.
- All persons attending the event must vacate the LWEC facility and grounds in addition to the Regional Park property on/before 1:00am (facility rental hours) - **No exceptions.**
- The Parks Department will schedule an Event Attendant for the duration of the event to include needed pre/post facility access time. These are the general duties of the on-duty Event Attendant:
 - When possible walking through the LWEC parking area for a general presence of vehicle/vehicle content security.
 - Key contact for facility needs: open/close facility, restroom issues, HVAC issues, electrical issues, facility furnishing issues, snow/ice removal along facility walkways, assisting Permittee with the completion of rental expectations (where to take trash/recycle etc.)
 - Event Attendant(s) are not: “wait-staff”, event staff as part of the Permittee’s event, parking lot coordinator, event clean-up personnel
- The Event Attendant scheduled by the Parks Department will provide access to the areas of the facility authorized for group/event use. All persons attending, including outside vendors must restrict themselves to the authorized areas of the grounds & facility – **No Exceptions.**
 - If for some reason more access is desired, the Permittee (listed on the Special Event Use Permit) should communicate that request to the Park Office no less than (2) weeks prior to their event.
*The Event Attendant on-duty may or may not have the ability to respond to day-of requests for increased/unique access.
 - Facility access/usage will not be provided without the presence of County staff on site.
- Basic facility clean-up is the responsibility of the Permittee – in general the facility should look similar to when the Permittee arrived
 - Tables/chairs back in stored position, trash/recycling taken out, all personal items involved in rental removed off site etc.
- The Permittee will be provided with a map illustrating designated area(s) for event use.
 - Map will illustrate: parking areas, overall rented space, tobacco authorized areas, etc.

- Any/all vendor(s) providing food and drink services must be approved by Parks Department Staff before use of Event Center or providing service (See Use Permit for more details).
 - The vendor(s) must provide enough staff before, during and after event to meet the facility access timeframe(s) indicated by the Permittee.
*Please do not expect the facility to remain open substantially longer than what was indicated due to shortage in staffing resources by the vendor.
 - The County will approve or deny outside vendors of these services. This in no way implies an endorsement of their products/services. The “relationship” between the vendor and the rental group will not involve the County or its staff.
 - The County does not, and will not, provide any additional items or equipment other than what is shown in the facility. Food & Beverage vendors are to provide their own tableware, serving items etc.

*Questions, concerns or additional information needed – please contact the Park Office at 952-466-5250
M-F 7:30A – 4P. Thanks!*



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Exhibit B

Carver County Parks Insurance Coverage Guide for Lake Waconia Event Center

All groups seeking park area or facilities for a public special event must have insurance to cover the event. The group must provide Carver County Parks with a Certificate of Insurance indicating proof of insurance covering the event. The Certificate of Insurance must meet the County's insurance limit requirements as well as list Carver County as an Additional Insured. The event will not be considered for review until the Certificate of Insurance is obtained. General Liability Insurance limit requirements are:

- **\$3,000,000 Aggregate**
- **\$3,000,000 Products and Completed Operations Aggregate**
- **\$1,500,000 Personal Injury and Advertising Injury**
- **\$1,500,000 Each Occurrence**
- **\$100,000 Fire Damage Limit**
- **\$5,000 Medical Expense**

If General Liability insurance limits are less than the limits shown above, an Excess Policy or Umbrella Policy would be additionally required to make up for the shortfall.

The Certificate of Insurance must list Carver County (or Carver County Parks) as an Additional Insured for any/all dates where service provider or event group is on County property. If Umbrella and/or Excess coverage is carried on the policy, the Certificate of Insurance must indicate Carver County (or Carver County Parks) as an additional insured and it must state that the **"umbrella/excess coverage follows form."**

We recommend you contact your insurance agent to determine the amount of coverage you need well in advance to requesting review of your special event proposal.

Please note: the County reserves the right to require other insurance coverage/limits based on the risk & exposure involved with the special event.

If you have questions or concerns about the insurance requirements for special events within the Carver County park system, please call us at 952-466-5250 or parks@co.carver.mn.us



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Insurance Coverage Guide for Liquor Service Providers/Vendors

All groups seeking park area or facilities for a public special event that includes the consumption of alcohol issued by a service provider/vendor, must have insurance coverage specific to liquor liability. The group must provide Carver County Parks with a Certificate of Insurance indicating proof of insurance covering the event. The Certificate of Insurance must meet the County's insurance limit requirements as well as list Carver County as an Additional Insured. The liquor portion of the event will not be considered for review until the Certificate of Insurance is obtained and approved in writing by Park Staff.

*General Liability Insurance limit requirements also apply.

Liquor Liability Coverage Requirements

- **General Aggregate: \$2,000,000/ \$3,000,000 (Minimum/Preferred)**
- **Each Occurrence: \$1,500,000/\$1,000,000 (Minimum/Preferred)**

If Liquor Liability insurance limits are less than the limits shown above, an Excess Policy or Umbrella Policy would be additionally required to make up for the shortfall.

The Certificate of Insurance must list Carver County (or Carver County Parks) as an Additional Insured for any/all dates where service provider or event group is on County property. If Umbrella and/or Excess coverage is carried on the policy, the Certificate of Insurance must indicate Carver County (or Carver County Parks) as an additional insured and it must state that the **"umbrella/excess coverage follows form."**

We recommend you contact your insurance agent to determine the amount of coverage you need well in advance to requesting review of your special event proposal.

Please note: the County reserves the right to require other insurance coverage/limits based on the risk & exposure involved with the special event.

If you have questions or concerns about the insurance requirements for special events within the Carver County park system, please call us at 952-466-5250 or parks@co.carver.mn.us

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Exhibit C

Lake Waconia Event Center - Fee Schedule (2019)

<u>Base Services/Fees:</u>	<u>Fee(s)</u>
Facility Rental	\$1,000/Day
Building Attendant	\$20/Hour/Staff
Sheriff/Security Personnel	\$80/Hour/Staff
Damage Deposit	\$500/Reservation
Down Payment	\$500/Reservation
<u>Optional Services:</u>	
Early Set-up Fees (Minimum 4 Hours)	\$80 (4hrs @\$20/Hr)
Facility Access Prior to Event Day	\$150/Day + \$20/Hr. Required Staff Time
Additional Trash or Recycle	Cost + 10%

Lake Waconia Event Center - Examples of Event Fee Scenarios

(Small/Banquette Type Event - 1 Day Early Access + 1 Day Rental - "Community Fundraiser")		1/1/2020	1/2/2020
Facility:		\$ 150	\$ 1,000
Staffing: (Event Attendant) @ \$20/Hr			
	Anticipated 4pm - 8pm	\$ 80	\$ -
	Anticipated 12pm/noon - 10pm	\$ -	\$ 200
Staffing: (Security Staff) @ \$80/Hr			
	anticipated 5pm - 10pm	\$ -	\$ 400
Other: (Extra Trash, Recycling etc.)		\$ -	\$ -
	Totals:	\$ 230	\$ 1,600
	Quoted Total:	\$	1,830
	Less \$500 Down Payment (due at time of reservation):	\$	1,330
	Less \$500 Damage Deposit (due at time of reservation - refundable or applicable to total):	\$	830
	Estimated amount due upon final invoicing 2-weeks after the event:	\$	830
(1 Day Rental w/No Alcohol and Small Attendance - "Corp. Holiday Lunch")			1/1/2020
Facility:		\$ -	\$ 1,000
Staffing: (Event Attendant) @ \$20/Hr			
	Anticipated 4pm - 8pm	\$ -	\$ -
	Anticipated 12pm/noon - 10pm	\$ -	\$ 200
Staffing: (Security Staff) @ \$80/Hr			
	anticipated 5pm - 10pm	\$ -	\$ -
Other: (Extra Trash, Recycling etc.)		\$ -	\$ -
	Totals:	\$ -	\$ 1,200
	Quoted Total:	\$	1,200
	Less \$500 Down Payment (due at time of reservation):	\$	700
	Less \$500 Damage Deposit (due at time of reservation - refundable or applicable to total):	\$	200
	Estimated amount due upon final invoicing 2-weeks after the event:	\$	200
(Big Events - 2 Day Rental w/Alcohol - "Community Festival or Special Interest Event")		1/1/2020	1/2/2020
Facility:		\$ 1,000	\$ 1,000
Staffing: (Event Attendant) @ \$20/Hr			
	Anticipated 9A - 1A	\$ 320	\$ -
	Anticipated 10A - 12P	\$ -	\$ 280
Staffing: (Security Staff) @ \$80/Hr			
	Anticipated 4pm - 12pm	\$ 640	\$ -
	Anticipated 4pm - 12pm	\$ -	\$ 640
Other: (Extra Trash, Recycling etc.)		\$ -	\$ -
	Totals:	\$ 1,960	\$ 1,920
	Quoted Total:	\$	3,880
	Less \$500 Down Payment (due at time of reservation):	\$	3,380
	Less \$500 Damage Deposit (due at time of reservation - refundable or applicable to total):	\$	2,880
	Estimated amount due upon final invoicing 2-weeks after the event:	\$	2,880



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Exhibit D: Event Cancellation & Refund Procedures

Event/Facility Cancellation of a Customer Request: All Park Picnic Pavilions, Community Room and Lake Waconia Event Center.

- 31+ Days Prior to Reservation/Event: 100% Refund Issued
- 15-30 Days Prior to Reservation/Event: 75% of Refund Issued
- 8-14 Days Prior to Reservation/Event: 50% Refund Issued
- 0-7 Days Prior to Reservation/Event: 0% Refund Issued



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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.**

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.

XVII. 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.

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.

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)