

CITY OF COLD SPRING
PARK RENTAL AGREEMENT

27 Red River Avenue South, Cold Spring, MN 56320
Phone: (320) 685-3653 Fax: (320) 685-8551

Renter: _____

Address: _____

Daytime Phone: _____

Date of Shelter Use: _____

\$25.00 Deposit Received: _____
Rental Fee Received: _____
Date Key Issued: _____
Key Issued To: _____
Date Key Returned: _____
\$25 Deposit Returned: _____

PARK RESERVED
(Please Circle One)

PIONEER PARK

122 10th Ave. S.

Resident - \$35 plus \$2.49 tax

Total - \$37.49

Non-Resident - \$60 plus \$4.28 tax

Total - \$64.28

LION'S PARK

320 2nd Ave. S.

Resident - \$110 plus \$7.84 tax

Total - \$117.84

Non-Resident - \$135 plus \$9.62 tax

Total - \$144.62

FROGTOWN PARK

54 2nd St. N.

Resident - \$110 plus \$7.84 tax

Total - \$117.84

Non-Resident - \$135 plus \$9.62 tax

Total - \$144.62

The Renter must sign this Rental Agreement in the space provided below. By doing so, the Renter agrees to adhere to the following requirements, unless special arrangements have been noted by staff on this Rental Agreement, and agrees to accept the consequences for their failure to do so.

- A. **Reservation.** Because of the significant demand for park shelters during the summer months, the Renter's hold on a particular shelter is not official until this Rental Agreement has been completed, and the deposit has been paid. Renters are encouraged to secure an official reservation as soon as possible.
- B. **Cancellation.** If the Renter cancels their reservation at least three months in advance of the reserved date, 100% of their Deposit will be refunded. If cancelled with less than three months' notice, the Deposit will not be refunded, but the Renter will have no further obligation. Since a late cancellation means that another renter will not likely be found for the date you reserved, unfortunately there are no exceptions to this policy.
- C. **Park hours.** Since Cold Spring's parks are located in residential neighborhoods, Renters are permitted to use the rented facilities between the hours of 8:00 a.m. to 10:00 p.m. Renters may be ejected from the facilities during the hours not permitted.
- D. **Alcohol.** The Renter will be subject to ejection and prosecution for the consumption of intoxicating beverages by minors, whether it is occurring with or without the Renter's knowledge. Absolutely no sale of intoxicating beverages is permitted. The Renter shall indemnify and hold the City harmless for any liability introduced by the consumption of alcoholic beverages upon city property during the rental period.
- E. **Nuisance.** The Renter is responsible for the conduct of guests during the rental period, causing a public nuisance may, at the discretion of the Police Department, be grounds for ejection from the facilities. Specifically, the Police Department will monitor the parks for events that create noise in violation of City laws.
- F. **Parking.** Parking is permitted on-street or in designated areas only. Overnight parking in parks is prohibited.
- G. **Trash.** Trash containers will be provided; renters must ensure that all refuse is placed in these containers. City employees will dispose of trash in the containers at the end of the event.

- H. **Keys.** Keys to the park facilities must be returned to City Hall the next business day immediately following the rental date. Renters shall be responsible for the cost of replacing lost or damaged keys, or re-keying the facilities. If preferred, Renters may return the key by depositing it in the drop box located at the east entrance of City Hall.
- I. **Damage and deposit.** There is a \$25.00 deposit required in addition to the rental fee, which shall be returned only if City staff determines that all conditions of this Rental Agreement have been met. The Renter's responsibility shall not be limited to the amount of the deposit. In the event of a violation of this Rental Agreement, the deposit may be retained to recover the administrative cost of recovering damages from the Renter, which shall be in addition to the deposit amount. In the case of some violations the renter may be prohibited from further rental of any of the parks.
- J. **Minimum age.** Renters must be at least eighteen years of age, and the event must be supervised by a responsible, adult eighteen years of age at all times.
- K. **Admission charged.** The Renter is prohibited from using the park facilities for events for which an admission is charged, or that are held for-profit, without the written approval of the City. Failure to disclose that an admission was or will be charged shall be grounds for cancellation of the reservation and forfeiture of the deposit.
- L. **Facilities rented.** The City's park system requires a substantial annual cost, with most of the usage occurring on weekends. Most of the events for which shelters are rented also occur on weekends. The Renter is advised that the facilities for which rental fees are paid, reserves only the park shelter. The only rest rooms for each park are located in these shelters so all patrons must share them respectfully. If a Renter encounters a conflict they are encouraged to contact the Police Department's non-emergency number, 685-8666.
- M. **Rate increases.** The rental rates are subject to change at any time, but generally the City Council reviews all fees in rates in December of each year. If the rental rate is increased between the date that a park shelter is reserved and the date of your event, the new rates shall still apply.
- N. **Refunds.** There are no refunds in part or in whole of rental fees, whether due to inclement weather, messy facilities, or for any other reason. At times the shelters are rented for several consecutive days by different patrons, so the condition of the shelter is dependent upon how well the previous renter adheres to this Rental Agreement. If the facility has not been adequately cleaned when the Renter takes occupancy, they are encouraged to photograph the preexisting condition to assist the City in dealing with that previous renter, but unfortunately, you will be expected to leave the shelter and grounds in good condition at the end of your event.

Signature

Date

FACILITIES AVAILABLE AT PARKS

| PIONEER PARK | LION'S PARK | FROGTOWN PARK |
|--------------------------------|---|---|
| Stove & Oven | Stove & Oven | Stove, Oven & Microwave |
| Refrigerator | Refrigerator | Refrigerator |
| Double Sink | Double Sink | Double Sink |
| Counters | Granite Serving Counter | Granite Serving Counter |
| Outlets | Outlets | Outlets (17 total inside, 13 of those countertop) |
| 2 Bathrooms | 2 Bathrooms | 2 Bathrooms |
| Extensive Playground Equipment | Limited Playground Equipment | Extensive Playground Equipment |
| 2 Charcoal Grills | Charcoal Grills | 2 Charcoal Grills |
| Picnic Tables (6) | Picnic Tables (6) | Picnic Tables (6) |
| Volleyball Court & Net | Folding Tables (12) | Folding Tables (12) |
| 6' Folding Tables (2) | Folding Chairs (66) | Folding Chairs (66) |
| | Fishing Pier | Volleyball Court & Net |
| | Boat Access to Sauk River | Canoe Access |
| | Outdoor Covered Seating Area | Walking Trail |
| | Capacity of 79 (awning 49)-table & chairs | Capacity of 74 - table & chairs |
| | Chair Capacity-170 (awning 106) | Chair Capacity - 160 |
| | Standing Capacity - 238 (awning 148) | Standing Capacity - 224 |