

## City of Loretto

279 N. Medina Street, Suite 260

PO Box 207, Loretto, MN 55357

[mschneider@ci.loretto.mn.us](mailto:mschneider@ci.loretto.mn.us)

Phone: 763-479-4305 fax: 763-479-2685

# LIONS PARK RENTAL AGREEMENT

## RULES AND REGULATIONS

Please read before completing the application.

### RENTAL FEES AND DEPOSITS

The Lions Park (the "Park" includes all indoor and outdoor spaces at the Lions Park) cannot be reserved until the Renter has made a reservation with full payment (if applicable), signed this Rules and Regulations section (pages 1 and 2 of this document) and the City Park Use Rental Agreement (page 3 of this document) and returned all three pages to the City. The rental fee for the Park shall be set according to the adopted fee schedule. The rental fee shall be payable in advance of the use of the Park. The Renter signing the agreement shall be personally responsible for the payment of the rental fee.

Rental fee:

Resident – first day \$0, consecutive rental days \$50/day thereafter

Non-resident – \$50/day

Exempt from fee requirements: non-profit or religious tax-exempt organizations

The Renter will provide a \$250 damage deposit, due at the time of reservation. The damage deposit check will be held by the City and voided/shredded upon satisfactory inspection of the Park. The Renter shall be held responsible for any damage to the Park that occurred as a result of the Renter's use. The damage deposit covers any structural, physical or related damages to the Park along with the removal of any city owned equipment from the Park.

The City of Loretto reserves the right to file a claim beyond the damage deposit in order to repair or replace these items.

### CANCELLATION

By Renter: Renter may cancel this Lease Agreement by giving notice to the City. If the notice is received ten (10) days prior to the Date of Use, all fees paid to the City will be refunded to the Renter. If notification is received within 72 hours prior to the Date of Use, 50% of the fees paid to the City shall be refunded to the Renter. If notification is less than 72 hours prior to the Date of Use, no fees will be refunded to the Renter.

By City: The City reserves the right to cancel this Lease Agreement up to 72 hours prior to the Date of Use, or at any time when a state of emergency is declared by the City, the state, or federal government, or unsafe environmental or public health conditions exist in the opinion of the City, including but not limited to a pandemic. In such event, Renter agrees that the City shall have no responsibility or liability for any disruption or damages or loss which Renter may suffer or incur due to the cancellation. The City will attempt to notify the Renter as soon as possible if such cancellation occurs. All fees paid to the City shall be refunded if this Lease Agreement is canceled pursuant to this paragraph.

### RULES

The Lions Park Shelter has an indoor maximum capacity of 55 people. The key for the building can be picked up Monday, Tuesday, Wednesday between 8:00am and 4pm or Friday between 8:00am and 2:00pm. Key pickup on Thursdays may be scheduled if arranged in advance. Call or email Mary Schneider to arrange pickup (763-479-4305 or [mschneider@ci.loretto.mn.us](mailto:mschneider@ci.loretto.mn.us))

- If you're going to have a canopy or tent installed, it is your responsibility to call Gopher State One Call (811) to locate all utilities. Any damage to utilities will result in the loss of your damage deposit and you will be held responsible for the cost to repair the damage.
- **The Lions Club keeps water bottles, snacks and paper supplies for their club use. Do not use their supplies.**
- **If you move any decorations, flags, etc, put these items back in place before you leave (leave the building in the condition it was in upon arrival.)**
- If you use the grill, extinguish fire and dispose of residue prior to leaving the park.
- Put all garbage in garbage cans before leaving the Park.
- Curfew is 9:00 PM. The park is closed from 9:00 PM – 8:00 AM.

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# LIONS PARK RENTAL AGREEMENT

## RULES AND REGULATIONS (continued)

### **INSPECTION AND CLEANUP** *reminder: "Park" includes indoor and outdoor spaces at the Lions Park*

The City of Loretto agrees to inspect the Park prior to the Renter's use. It shall be the responsibility of the Renter to clean up the Park after use. All trash and recyclables **MUST** be put in the appropriate carts before leaving the Park. If such cleanup work is not done, the City shall have the Park cleaned and the Renter agrees to pay for the charges of this cleanup required to return the Park to the condition in which it was prior to the use by the Renter.

### **COMPLIANCE WITH LAWS**

The Renter must comply with all City of Loretto Ordinances, Minnesota State Statutes, Federal Laws, and the established rules for use of the Loretto City Park.

### **COMPLIANCE WITH STATE GUIDANCE ON COVID-19**

The Renter recognizes the existence of the COVID-19 pandemic and the state and local emergencies. The Renter must comply with all guidance from the State of Minnesota, including but not limited to past and future Executive Orders issued by the Governor, and all guidance published by the Minnesota Department of Health.

Upon request, the Renter will submit a COVID-19 prevention plan with this application.

### **AGREEMENT TO HOLD HARMLESS & DEFEND AND INDEMNIFY**

I understand that my use of the Park is voluntary and that I'm using it for my own benefit and the benefit of my organization or group and/or invited guests only. I understand that the use of the Park is undertaken at my own risk and that the City of Loretto will not be liable for any claims, injuries or damages of whatever nature incurred by me or a member of my organization or group and/or invited guests, or by the negligence of third parties. I further understand the unique risks of gathering in groups during the COVID-19 pandemic, including the risk of transmission of COVID-19 among participants and attendees. On behalf of myself and/or the organization I represent, I expressly forever release and discharge the City of Loretto and its agents or employees from any such claims, injuries or damages. I also agree to defend, indemnify and hold the City harmless from any claims, injuries or damages of whatever nature arising out of or connected with my use of the Park. If the undersigned fails to do so, then the City may institute an action against the undersigned and all persons using the Park pursuant to this application for recovery of all costs, including attorney fees, incurred by the City pursuant to this paragraph.

I represent and agree that I have read and I understand the rules and regulations regarding rental of the Park. I further understand that the City will not be responsible for providing supervision of the activities and that the City reserves the right to cancel this permit for reasons of public safety or convenience, including but not limited to COVID-19 pandemic response.

\_\_\_\_\_  
Signature of Renter

\_\_\_\_\_  
Date

**Please sign this section and the City Park Use Rental Agreement (next page) and submit along with a COVID-19 prevention plan, damage deposit and payment (if applicable) to:**

**Loretto City Hall  
Attn: Mary Schneider  
PO Box 207  
Loretto, MN 55357**

**A copy of the entire document will be provided to you upon acceptance of your reservation by the City.**

**City of Loretto**

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**LIONS PARK RENTAL AGREEMENT**

**CITY PARK USE RENTAL AGREEMENT For use of the Lions Park @ 200 Railway Street West**

Name of Renter: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email address: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Dates Requested: \_\_\_\_\_

**Resident** 1 day rental (No fee charged) Resident total fees due \_\_\_\_\_ (\$50/day fee for each day after day 1)

**Non-Resident** (\$50/day) Non-Resident total fees due \_\_\_\_\_

Exempt status (if applicable/religious or non-profit organization name) \_\_\_\_\_

**ACCESS TO BUILDING** Renter must pick up a key from city hall prior to the reservation. The key to the building can be picked up Monday, Tuesday, Wednesday between 8:00am and 4pm or Friday between 8:00am and 2:00pm. Key pickup on Thursdays may be scheduled if arranged in advance. Call or email Mary Schneider to arrange pickup (763-479-4305 or [mschneider@ci.loretto.mn.us](mailto:mschneider@ci.loretto.mn.us))

**KEY RETURN TO CITY HALL** The key can be dropped in the Utility Drop Box located outside the door to the Loretto Office Park where City Hall is located or dropped off in City Hall during office hours mentioned above.

**FOR CITY USE ONLY**

Damage Deposit Required: \$250.00 Date Paid: \_\_\_\_\_ ck# \_\_\_\_\_ VOID/SHRED: \_\_\_\_\_

Date key picked up: \_\_\_\_\_ Fee Due \$ \_\_\_\_\_ Date Paid: \_\_\_\_\_ Check No: \_\_\_\_\_

Date Key returned: \_\_\_\_\_ Application processed by: \_\_\_\_\_ Date: \_\_\_\_\_

**Agreement**

I have read the Rules and Regulations and understand and agree to the rights and responsibilities as described in the City of Loretto Lions Park Rental Rules and Regulations. A copy of the rules has been provided to me.

I have read the Minnesota Department of Health Guidance for Safe Celebrations and Events and agree to follow Department of Health guidance while using the Park, if such guidance remains in place at the time of my event.

Signature of Renter \_\_\_\_\_ Date \_\_\_\_\_

**Please have this agreement in your possession at the park on the date reserved.**