



## Elsie Stephens Park Rental Policy

**14430 Dayton River Rd, Dayton, MN 55327**

This application, security deposit, rental fee, Insurance Certificate if applicable, and a copy of your photo ID must be submitted to **Dayton City Hall, 12260 S. Diamond Lake Road**. If paying with a check, it must be submitted no later than thirty (30) days prior to the event. Please make checks payable to the **City of Dayton**.

The City of Dayton, Minnesota (the "City") has adopted the following Elsie Stephens Park (the "Park") Rental Rules and Regulations concerning the rental of the Park to a member of the public or a group (the "User") for an "Event". These rules and regulations will be incorporated by reference to any contract between the City and the User.

1. **Reserving the Park**- To reserve the Park, the User must contact the Activity Coordinator to check availability and discuss intended use. Upon approval of Activity Coordinator, User must submit a signed Park Rental Agreement (the "Agreement") to the Dayton City Hall at least thirty (30) days prior to the Event unless other arrangements are made with the City.
2. **Deposit**- A deposit of \$200.00\*\* MUST accompany the Agreement. The deposit will be returned if the Event is cancelled for any reason by the City. The deposit will be returned within twenty (20) business days after the event if there is no damage to the Park or its contents. The City may withhold a portion or all of the deposit if the User does not adequately clean the Park following the Event. The amount of the deposit does not limit the liability of the User for any damage or loss caused by the User or the Users guests and invitees.
3. **Cancellation/Refund Policy**- The renter may cancel a reservation by giving written notice to the Activity Coordinator. The deposit will be fully refunded for events cancelled more than 60 days in advance of the event. One-half of the deposit will be refunded for events cancelled 30 to 60 days prior to the event. No deposit will be refunded if the event is cancelled less than 30 days prior to the event. If the City cancels the event, the User shall be entitled to a full refund of any rental fees paid.
4. **Rental Fee**- The City charges the following rental fees for use of the Park.

<b>ELSIE STEPHENS PARK AMPHITHEATER</b>	<b>MON-THURS (10A-SUNSET)</b>	<b>FRI – SUN (10A-SUNSET)</b>
<i>Resident</i>	\$75.00/day	\$175.00/day
<i>Non-Resident</i>	\$100.00/day	\$200.00/day
<i>Refundable Deposit</i>	\$200.00	

<b>ACTIVITY CENTER &amp; ELSIE STEPHENS PARK PACKAGE***</b>	
<i>Refundable Deposit</i>	\$500.00
<i>Resident</i>	\$375.00
<i>Non-Resident</i>	\$425.00
<b>WEDDING RENTAL PACKAGE*****</b>	
<i>Resident</i>	\$800.00
<i>Non-Resident</i>	\$875.00
<i>Refundable Deposit</i>	\$800.00

(Rev 2/25/23)



\*\*\* **Activity Center & Elsie Stephens Package** includes a single same-day (Fri-Sun, 10a-Sunset) at Elsie Stephens Park, and the DAC (Fri-Sun, 10a-Midnight). Does not include linens, technology package, security, or other additions.

\*\*\*\*\* **Wedding Package** includes a single same-day (Fri-Sun, 10a-Sunset) at Elsie Stephens Park, and the DAC (Fri-Sun, 10a-Midnight). The price includes 2 hours of setup time at the DAC the night before event if the building is not previously rented. Package also includes Basic Event Technology Package, and choice of Linens Package. Price does not include any Ala Carte or additional items.

5. **Priority of Use-** The City shall have first priority for all governmental activities. The priority for all other uses shall be determined on a first come, first served basis.
6. **On-Going or Regular Rentals-** If you rent the Park for recurring events through the
7. year or have an ongoing rental, all fees are due thirty (30) days in advance of rentals. If a cancellation is received in time, a refund would be issued.
8. **Maximum Capacity-** The maximum capacity of the Park is 200 persons. Under no circumstances shall the number of persons at an Event exceed the maximum capacity.
9. **Alterations-** The User shall not make any alterations to the Park without the written consent of the City. Alterations include any items that shall be hung, glued, taped or in any other way affixed to the pergola, amphitheater, light fixtures, or natural flora of the Park. NO confetti, glitter, rice, seed, or beads are allowed. Candles used for decorations must have flames contained.
10. **Access by City-** The User shall permit the City's officials, employees or agents to have access and to enter the Park at any time during the Event.
11. **Designated Area-** Only the area designated in the Park Rental Agreement may be used. Any buildings or other private areas are off limits.
12. **Clean-up-** The User is responsible for leaving the Park in as good or better condition than found. If the amphitheater is not left in acceptable condition, the deposit will be forfeited. The User must empty all garbage into the garbage bins and remove all personal items.
13. **Entertainment-** All entertainment must be preapproved by the City. Music must end by 10:00pm. The volume of the music should not extend beyond the Park property at any time.
14. **Security and Conduct-** All Events shall be operated and supervised to the satisfaction of the City. The City may require, as a condition of approval of the application, that one or more police officers are present at the Event at an additional cost. Events where attendance is expected to exceed 100 or more people and that are serving alcohol will be required to hire security through the City at a rate of \$80 per hour with a minimum of 3 hours. The security must be present from the start of the alcohol serving through the end of the event. All City Ordinances, State Statutes, Federal Laws and established policies of the Park must be complied with during the authorized use of the Park. ***All fees shall be forfeited when an Event is terminated for this reason.***
  - a. Order the removal of any offender.
  - b. Order immediate removal of all intoxicating liquor from premises.
  - c. Revoke the permit immediately and order all persons from the premises.
15. **Minors-** If persons under the age of 18 will be present at the Event, there must be at least one adult present for every 6 minors. At the discretion of the City, teenage parties of any



size may be required to hire security personnel through the City at \$80 per hour with a minimum of 3 hours.

16. **Admission Fee-** The User may not charge an admission fee, sell tickets, and solicit donations at the Park without the express written permission of the City.
17. **Alcohol Policy-** The possession, use or sale of alcoholic beverages is permitted in the Park only under the following conditions:
  - A liquor license must be obtained prior to the Event if alcohol is sold.
  - The User must have adequate procedures in place to ensure that no one under the age of 21 is served or consumes alcohol, and to ensure no one is served alcohol in an amount to cause intoxication.
  - Consumption of intoxicating beverages must stop at the conclusion of the event or at 10:00 p.m. whichever occurs first.
  - Final service of intoxicating beverages (last call) is 30 minutes before consumption must stop.
  - "Bring your own Bottle" functions are prohibited.
  - Applicant must provide a copy of Certificate of Insurance showing proof of Liquor Liability Insurance when alcohol is sold. If alcohol is served but not sold, Applicant must provide proof of general liability insurance that includes "host liquor" coverage. Please see insurance requirements below.
18. **Insurance Requirements-** The City, in its discretion, may require the User to obtain general liability insurance. When insurance is required (general liability and/or liquor liability) the policies and the Certificate of Insurance must name the City, its officials, employees, and agents, as additional insureds. If liability insurance is required, the following requirements apply:
  - \$1,000,000 per occurrence minimum coverage.
  - Insurance shall cover liability for injury, death, and property damage including coverage for alcohol related claims.
  - The insurance policy must be issued by an insurance company licensed to do business in Minnesota and that is acceptable to the City.
  - The City must be named as an "Additional Insured" on the policy.
  - At least fourteen (14) days prior to the Event, the User must give to the City a Certificate of Insurance showing the required coverage.
  - The City reserves the right to modify these insurance requirements.
19. **Restricting Use-** The Activity Coordinator shall have the authority, subject to appeal of the City Council, to prohibit or limit the use of the Park by a particular User based upon knowledge that the User has caused damage to other public facilities or when disruption, damage, theft or other unfavorable history is recorded from previous use of the Park.
20. **No Discrimination-** The City does not deny access to the Park on the basis of race, religion, sex, creed, age, sexual orientation, national origin, or any other protected class under State or Federal law. Allowing any group to use the Park does not imply endorsement of a groups' views by the City.
21. **Accident/Damage-** Any accidents or damage to the Park must be reported to the Activity Coordinator following the Event.
22. **Personal Property-** The City will not be responsible for any personal property belonging to the User or the Users' guests or invitees.
23. **Parking-** No Parking is allowed in areas not signed for Parking.



## Elsie Stephens Park Rental Agreement

14430 Dayton River Rd, Dayton, MN 55327

This application, security deposit, rental fee, insurance certificate if applicable and a copy of your photo ID must be submitted to **Dayton City Hall, 12260 S. Diamond Lake Road.**

### Please complete the following:

Renter/Organization Name \_\_\_\_\_

Organization Contact Name, if applicable \_\_\_\_\_

Email \_\_\_\_\_

Daytime Phone \_\_\_\_\_ Evening \_\_\_\_\_ Cell \_\_\_\_\_

Address \_\_\_\_\_  
Street City State Zip

Date(s) of Rental \_\_\_\_\_ Number of People Expected \_\_\_\_\_

Set-up Time \_\_\_\_\_ Event Start & End Time \_\_\_\_\_ Exit Time \_\_\_\_\_

Purpose of Rental \_\_\_\_\_

Will food be served? ☐ Yes ☐ No

Will alcohol be present? ☐ Yes ☐ No *Beer & wine are allowed. Hard liquor is not.*

Licensed caterer used? ☐ Yes ☐ No *Caterers with a liquor license may serve hard liquor.*

*Event Insurance is recommended but not required for all events.*

*Security is **required** for events of 100+ people that are serving alcohol.*

Security Needed? ☐ Yes ☐ No Number of Hours (*min 3 hrs*) \_\_\_\_\_ x \$80/hr = \$ \_\_\_\_\_

**Refundable Deposit:** \$200.00 *Check or cash only, made payable to "City of Dayton". Due at time of booking.*  
**Checks will be cashed and not held.**

**Rental Fee:** \$ \_\_\_\_\_ *\*\*See rental policy for fees. Due 30 days prior to event.*

**Total Due:** \$ \_\_\_\_\_ (Deposit + Fee + Security)



This application, damage deposit, rental fee, insurance certificate if required and copy of your photo ID must be returned to Dayton City Hall. Please make checks payable to the City of Dayton. Your reservation will not be made until the City receives application, deposit, and a copy of your photo ID. The remainder of the rental fees are due no later than thirty (30) days prior to the Event. Insurance, if needed, is due no later than fourteen (14) days prior to the Event. They may be submitted by mail, dropped off during office hours, or placed in the payment drop box in front of City Hall.

The Certificate of Insurance must name the City, its officials, employees, and agents, as additional insureds. The minimum limits are \$1,000,000 of general liability insurance per occurrence. If alcoholic beverages are served, the general liability insurance must include "host liquor" coverage. If alcoholic beverages are sold, you must also provide proof of liquor liability insurance meeting the above minimum limits and additional insured requirements.

The Minnesota Data Practices Act requires that we inform you of your rights about the private data we are requesting on this form. Private data is available to you, but not the public. We are requesting this data to determine your eligibility for a rental from the City of Dayton. You are not legally required to provide this data, however, refusing to supply the data may cause your agreement to not be processed. This data can be shared by City of Dayton staff and the City Council. Your signature on this application indicates you understand these rights.

**INDEMNIFICATION:** The undersigned agrees to defend, indemnify, and hold the City, its officers and employees, harmless from any liability, claim, damages, costs, judgments or expenses, including attorney's fees, resulting directly or indirectly from an act or omission including, without limitation, professional errors and omissions of event promoter, its agents or employees, arising out of the conduct of the activity authorized by this agreement and against all loss caused in any way by reason of the failure of the event promoter to fully perform all obligations under this section.

By signing this agreement, I acknowledge the receipt of and agree to follow the Rental Policy which is hereby incorporated into this agreement. I understand that a portion or all my deposit may not be returned if these policies are not followed. I authorize the City of Dayton to file a claim against my insurance company.

User Signature \_\_\_\_\_ Date \_\_\_\_\_

<b>For Office Use Only</b>		Copy of Driver's License Attached <input type="checkbox"/>	
Deposit Paid	Date _____ Amount _____	Cash	___ CC ___ N/A ___ Check # _____
Rental Fee Paid	Date _____ Amount _____	Cash	___ CC ___ Check # _____
Security Fee Paid	Date _____ Amount _____	Cash	___ CC ___ Check # _____
Deposit Returned	Date _____ Amount _____		
Deposit Not Returned- Reason _____			
Notification of deposit forfeiture sent to renter on _____			