



Park Pavilion Agreement

13939 Norell Ave. N.

Stillwater, MN 55082

651-439-1706 | bobbi@townofmay.org

Name (person or organization): _____

Address (person or organization): _____

Telephone of Requester: _____

Email of Requester: _____

Date of Pavilion Use: _____

Time of Pavilion Use: _____

Reason for Pavilion Use: _____

Approximate Number of People: _____

We agree to pay a \$50.00 damage deposit, that will be returned after the town has deemed no damages were incurred and the pavilion area was left in a clean condition.

Signature

Date

Clerk/Treasurer

Date

- A. On behalf of the above name person or organization, the undersigned does hereby request that Marv Schroeder Park (located at 13939 Norell Avenue North) be reserved for its use for the dates and purposes as stated.
- B. The park is open from sun up to sun down. The gate closes at dusk.
- C. The above-named organization is responsible for the conduct of guests during the rental period, causing a public nuisance will be grounds for ejection from the park.
- D. On behalf of the above name person or organization, I agree to all of the following terms and conditions together with all other written rules and policies adopted by the Town of May which govern the use of Marv Schroeder Park.
- E. The undersigned is familiar with the park and acknowledges that is in good and clean condition, that it is safe to be used for the purposes set forth and that the undersigned will report to the Clerk/Treasurer if the park is not safe.
- F. The undersigned further agrees that if the signature of the undersigned is for and on behalf of the person or organization, that the organization or group has expressly authorized the undersigned to make this agreement on behalf of the person or organization or group and that the organization or group shall be bound by the undersigned's signature. The Town of May can request that the undersigned furnish a certified copy of the resolution of the organization or association authorizing the undersigned to apply for use of the park if, at its discretion, it so determines necessary. Alternatively, the Town of May can require all members of the organization or association or all of its officers or directors or members as it shall select to sign this Agreement or an addendum to this Agreement to further document this request and agreement to use the park in the manner provided herein. If the organization or association requesting use of the park is not incorporated, by signing this Application and Agreement, the undersigned understands and agrees that all organization members or members of the group are or could be liable for the use of the facility and that all members bear responsibility legally if the park is not used property and is not used in accordance with the terms of this request and agreement.
- G. The undersigned agrees that it is their responsibility to oversee all parties affiliated with the permit and to insure compliance with all codes, policies, rules and guidelines of the Town of May. Any violations may result in immediate cancellation of the and/or revocation of the permit.
- H. In consideration of being allowed to utilize the park, I understand and agree that neither the Town of May or any person acting on behalf of the Town of May, may be held liable in any way for any event which occurs in connection with the or arising out of use of the park which may result in harm, death, injury or other damage to me. This waiver of liability does not waive liability for any injuries that I obtain as the result of willful, wanton or intentional misconduct or gross negligence of the Town of May or any person acting on behalf of the Town of May.
- I. The undersigned agrees to defend, indemnify and hold harmless the Town of May for any expense or liability the Town of May can incur as a result of my conduct, actions or omissions while using the park including, but not limited to, damage to the park.
- J. By signing this park rental agreement, we hereby acknowledge and agree that said Agreement extends to all acts omissions, negligence, or other fault of (Town of May), its officers, and/or its employees, and that said Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Minnesota. If any portion thereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- K. We understand and agree that this park rental agreement shall be governed by the laws of the State of Minnesota and that jurisdiction and venue for any suit or cause of action under this agreement shall lie in the courts.