

**PARKS AND RECREATION  
KELLOGG CITY PARK PAVILLION RENTAL APPLICATION**

**This form is to be used when a group wishes to reserve the pavilion for their exclusive use. The pavilion is available on a first-come first-serve basis. Reservations may be made no earlier than January 1<sup>st</sup> of the given year.**

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**THE KELLOGG CITY PARK PAVILLION MAY BE RESERVED AT A FEE OF \$25.00 FOR 3 HOURS OF USE. RESERVATIONS SHOULD BE MADE AT LEAST 1 WEEK PRIOR TO THE EVENT RENTAL FEE IS NON-REFUNDABLE. THE FEE WILL BE WAIVED WHEN RESERVED IN ADVANCE BY ALL NON-PROFIT ORGANIZATIONS.**

DATE: \_\_\_\_\_ TIME FROM: \_\_\_\_\_ TO: \_\_\_\_\_

FEE: \$ \_\_\_\_\_ AMOUNT PAID: \_\_\_\_\_ CHECK #: \_\_\_\_\_

DESCRIPTION OF EVENT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Special conditions:**

1. Permittee must comply with all park regulations as stated below.
2. Permittee shall take all reasonable precautions to protect city property used hereunder and agrees to pay the cost of any damages.
3. Permit may be revoked at any time at the discretion of the City of Kellogg Employees.
4. Permit waives and releases all claims against the City of Kellogg, its officers or employees for any damage to person or property arising from the exercise of the privileges granted by this permit, and agrees to hold harmless said city and its employees from any such claim.
5. **Area must be left free and clear of debris and litter must be properly disposed of.**
6. Other conditions and terms:

\_\_\_\_\_  
\_\_\_\_\_  
**Park Regulations**

1. No Motor Vehicle on landscaped areas
2. Pets must be on a leash at all times
3. Please be respectful of others with loud noise and music
4. Park closed 11 pm – 6 am

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Date

\_\_\_\_\_  
City of Kellogg – Authorized Signature

\_\_\_\_\_  
Date

**ALCOHOL CONSUMPTION**

1. Renter shall ensure compliance with state law for the consumption of alcohol.
  - a. Privately hosted events may serve alcohol, however if you are having a “cash bar” it MUST be catered by a restaurant with a caterer’s permit with and alcohol license. A copy of the caterer’s license must be submitted to city hall prior to the event.

- b. Non-Profit Sponsored Events - a temporary liquor license must be secured and approved by the City Council – contact the City Clerk’s office for information (507-767-4953)
  - c. Business/ Company Events
- 2. Minors shall not be permitted, under any circumstances to consume alcohol on City premises.
- 3. Renter shall remove or cause to be removed any person or group of persons not complying with state regulations.
- 4. The City may from time-to-time adopt ordinances further regulating alcohol consumption on city premises, which Renter agrees to enforce all City and State regulations relating to alcohol distribution and consumption on the portion of the Facilities rented.
- 5. Renter shall be held accountable for any act resulting from the consumption of alcohol within the portion of the facilities rented.
- 6. The City reserves the right to require additional security for any function serving alcohol.

**AGREEMENT TO HOLD HARMLESS**

**ASSUMPTION OF LIABILITY**

The undersigned, as an authorized representative of the organization or group named in this application on behalf of such organization or group, hereby accepts full responsibility for any breakage or damage to property or structures and for the department and conduct of those attending the function for which the facility use is granted. The organization or group named herein assumes all risks incident to or connected with its operation under our Park and Recreation Use Permit, and shall be solely responsible for liabilities arising from accidents or injuries to persons or property resulting from the function or activity. The organization or group named in this application further agrees to indemnify, defend and hold harmless the City of Kellogg, its elected and appointed Boards, Commissions, Officers, Agents and Employees from any claims, suits, losses or damages for injury to persons or property arising out of activities of such organizations or group, its members, agents, and employees, upon City premises or facilities.

**AGREEMENT TO ABIDE BY RULES AND REGULATIONS**

The undersigned, as an authorized representative of the organization or group named I this application, represents that he/she has read the Rules and Regulation, agrees to make these Rules and Regulations known to persons attending the function or activity, and gives unqualified assurances that no violation of such Rules and Regulations shall be allowed to occur on the premises or facilities. The undersigned represents the he/she understands that permission for use of the facility is contingent upon compliance with these Rules and Regulations and such permission may be revoked at any time upon failure of persons attending the function or activity to fully comply with these Rules and Regulations.

**REPRESENTATIVE, TO BE PRESENT**

Undersigned agrees to be present or to have a representative present during the entire period of use of the facility by the organization or group named in this application.

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Date