



2022

**APPLICATION FORM FOR THE USE OF
CITY PARK FACILITIES AND
WHISPERING ASPEN COMMUNITY CENTER
2241 221st Ave NE ~ East Bethel, MN 55011
763-367-7840 • 763-434-9578 (fax)**

Date of Application: _____

Name of Applicant: _____

Address of Applicant: _____

Telephone: () _____ Email: _____

Organization: _____ Type of Event: _____

Park and Facility Requested (also indicate below) _____

Date/Dates Requested _____ Approximate # of participants _____

Hours Requested _____ to: _____ Special requests or needs: _____

Types of Facilities, Fees and Deposits

Pavilion/Shelter	Select Location	Non-resident/Per day	Resident	Key/Damage deposit
Pavilions with Electricity	<input type="checkbox"/> Booster West - #1	\$50.00 + tax	No fee	\$100.00
	<input type="checkbox"/> Booster East - #2	\$50.00 + tax	No fee	\$100.00
	<input type="checkbox"/> Booster East - # 3	\$50.00 + tax	No fee	\$100.00
	<input type="checkbox"/> John E. Anderson	\$50.00 + tax	No fee	\$100.00
Pavilions without Electricity	<input type="checkbox"/> Booster East - # 4	\$50.00 + tax	No fee	\$100.00
	<input type="checkbox"/> Bonde Park	\$50.00 + tax	No fee	\$100.00
	<input type="checkbox"/> Cedar Creek	\$50.00 + tax	No fee	\$100.00

Building/Rooms	Select Location	<input type="checkbox"/> Profit <input type="checkbox"/> Non-Resident	<input type="checkbox"/> Non-Profit <input type="checkbox"/> Resident	Key/Damage deposit
Whispering Aspen Community Center 24225 Pierce Path, East Bethel, 55005	<input type="checkbox"/> Whispering Aspen	\$50.00 + tax	No fee	\$100.00

Ballfields	Specify Which Field #(s)	Non-Resident Per field/Per day	Resident Per field/Per day	Key/Damage deposit	Tournament/ Multiple Game Weekend Use
<input type="checkbox"/> Booster West Irrigated: Field #s 1-4		\$20.00 + tax	\$20.00 + tax	\$100.00	\$350+ tax + \$200 deposit*
<input type="checkbox"/> Booster West Irrigated Baseball Field		\$20.00 + tax	\$20.00 + tax	\$100.00	\$100+ tax + \$200 deposit*
<input type="checkbox"/> Booster East Non-irrigated: Field #s 5-8		\$10.00 + tax	No fee	\$100.00	\$50.00/field**+ tax + \$100 deposit

Concession Stand	Specify with (X)	Location	Price	Deposit
SBAA Season, Monday-Friday		Booster West	\$1,000.00/per season	No deposit
Weekend Tournament		Booster West	\$300.00 + tax/weekend	\$300.00
One Day Fee – Non-Tournament		Booster West	\$50.00 + tax	No deposit

RULES FOR USE

1. The approved applicant shall submit a key/damage deposit* or payments, if applicable, to the City Hall prior to the event. Key and damage deposit fee may be in the form of a personal or cashier's check. A deposit receipt will be issued. The amount of the deposit returned will be based on an inspection of the facilities. Full deposits will be returned as the un-cashed check as soon an inspection of the area occurs and the key is returned to City Hall. Keys must be signed out at the City Hall, during normal work hours (Monday–Friday 8:00 a.m. to 4:00 p.m.), located at 2241 221st Ave. NE, and is to be returned the next working day immediately following the activity.
2. Facilities are to be left in good condition. **Excessive refuse may subject the permit holder to additional cleanup or maintenance charges as determined by the City. The permit holder waives his/her rights to appeal any additional charges by accepting the permit for facility usage.**
3. The individual requesting the permit must be at **least 21 years of age** and will be responsible for activities for park and other facilities provided for in the permit.
4. The approved permit form must be presented, if requested, by city staff or other responsible authority.
5. Alcoholic beverages are prohibited in City Parks.
6. The City of East Bethel is not responsible for any lost, stolen, or damaged property belonging to the permit holder or any group named therein.
7. Cars are to be parked in designated parking areas or **on roadways where permitted.**
8. All games end at 9:30 p.m. All parks close at 10:00 p.m.
9. **Commercial and Athletic Associations** granted use of any City park or other City facility as evidenced by the issuance of a permit shall provide the City of East Bethel a Certificate of Liability Insurance in an amount not less than \$2,000,000 in general aggregate **naming the City as an additional insured** and each occurrence at 1,000,000. This certificate of insurance **must** be provided prior to the permit being issued.

MISCELLANEOUS INFORMATION

1. **Athletic fields or facilities rented are subject to sales tax.** If an organization is exempt from paying sales tax, a Certificate of Exemption ST3 must be completed and submitted with the application form. A Certificate of Exemption ST3 form is available at www.taxes.state.mn.us.

Tax amount is 7.125%

***Other tournament fees - If requested or required costs for field maintenance, rest room cleaning or garbage removal performed on a Saturday or Sunday of a reserved tournament event will be charged to the reservation holder on a time and materials basis. If additional sanitation facilities are required for a tournament this cost will be billed to the reservation holder.**

If applicable, make check payable to the “City of East Bethel”. **All fees are non-refundable.**

RELEASE, WAIVER AND INDEMNIFICATION **AGREEMENT**

In consideration of being permitted by the City of East Bethel to use the City Facilities described above on (Insert date of event), Permittee hereby agrees and promises to release, waive, and relinquish any and all claims, of any kind or character whatsoever, that it may have or may acquire against the City arising out of or in any way pertaining to the use of the City Facilities by Permittee pursuant to the City Permit or any other conduct of the City relating to the use of the City Facilities as permitted. Permittee agrees and understands that this release and waiver applies only to negligence or strict liability and does not extend to, or relieve the City from, any intentional misconduct.

Permittee understands that this release and waiver of claims is intended to, and shall, bar and prohibit any and all causes of action, claims, demands, or litigation that Permittee may assert against the City relating to the use of the City Facilities pursuant to the City Permit, and Permittee does so knowingly and willingly. Permittee acknowledges and understands that permission to use the City Facilities is not essential and that alternative facilities are available from other sources. This release and waiver has been explained to Permittee, and Permittee has chosen to accept it and agrees to it as a condition of the grant of the City's permission to the Permittee to use the City Facilities. Permittee believes this release and waiver is a reasonable term and condition and Permittee voluntarily agrees to it.

In addition, any and all claims that arise or may arise against Permittee, its agents, servants, or employees, as a consequence of any act or omission on the part of Permittee or its agents, servants, or employees while engaged in the use of the City Facilities shall in no way be the obligation or responsibility of the City. Permittee shall indemnify, hold harmless, and defend the City, its officers and employees, against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorneys' fees, which the City, its officers or employees, may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of Permittee, its agents, servants, or employees, in the execution, performance, or failure to adequately perform Permittee's obligations pursuant to the City Permit or this Release, Waiver and Indemnification Agreement.

The undersigned, on behalf of the Permittee, has carefully read this Agreement, understands all of its terms and conditions, is satisfied with all of the terms and conditions, and signs this Agreement voluntarily and without any reservations on behalf of the Permittee, with the full authority of the Permittee's directors to do so.

Permittee agrees to abide by the provisions contained in the “**Rules for Use**”.

Signature of Permittee: _____

Signature of East Bethel Public Works Manager or designee: _____