



**City of Bayport**  
 294 North Third Street  
 Bayport, Minnesota 55003  
 Phone 651-275-4404  
 Fax 651-275-4411  
 www.ci.bayport.mn.us

**City of Bayport**  
**PARK RESERVATION REQUEST**  
**LAKESIDE PARK BEACH HOUSE**  
**95 Central Avenue**

<b>Applicant Information</b>	<input type="checkbox"/> City Resident / Business	<input type="checkbox"/> Nonresident
Applicant Name:		
Home Phone Number:		Work/Cell Phone Number:
Address:		
City/State/Zip:		
Email Address:		
Business or Organization Name (if applicable):		
Is the applicant 21 years of age or older? <input type="checkbox"/> Yes <input type="checkbox"/> No		

<b>Reservation Request</b>	
Date:	<i>(Available May through September)</i>
Day of the week:	<input type="checkbox"/> Mon. <input type="checkbox"/> Tues. <input type="checkbox"/> Wed. <input type="checkbox"/> Thurs. <input type="checkbox"/> Fri. <input type="checkbox"/> Sat. <input type="checkbox"/> Sun.
Hours:	<i>(Available for up to 8 hours, between sunrise and sunset, which should include setup and cleanup time)</i>
Proposed use:	Number of people: <i>(50 people maximum)</i>
Will alcohol be served but not sold: <input type="checkbox"/> Yes <input type="checkbox"/> No      Will alcohol be sold: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Please Note: A temporary liquor license may be required.	
Fireplace use requested:	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>(An additional nonrefundable fee of \$26.78 applies)</i>
Other special requests/notes:	

<b>Applicant Acknowledgement and Signature</b>
The undersigned hereby acknowledges receipt of the park rules, regulations, and user responsibilities and agrees to abide by these regulations, take responsibility for all persons in attendance, and will be present for the duration of the reservation. The undersigned also acknowledges that a special event application and/or additional damage deposit may be required, depending on the use and any special city services requested or deemed necessary.
Signature: _____ Date: _____

**SEE REVERSE FOR POLICIES, PAYMENT, AND FEE INFORMATION**

### Reservation Policies and Payment

- Reservations will not be accepted without completion and submittal of this form to City Hall.
- City residents only may secure a reservation from January 1-15 of each year. After January 15, reservations will be accepted from the general public on a first-come, first-served basis.
- The user identified on the reservation request form must be present on the premises throughout the duration of the event. The user shall not sublet all or any portion of the facility.
- Full payment for the reservation is due 30 days prior to the reservation date (see below). If a request is made within 30 days of the reservation date, full payment is due upon submittal of this form.
- A \$100.00 deposit, on a separate check, is required upon submittal of this form. This check will be destroyed by the city if no cancellation of the reservation occurs or no damages occur as a result of the event. If damages do occur, city personnel will contact the applicant.
- An optional, nonrefundable fireplace usage fee is due upon request by the user (see below).
- Acceptable forms of payment include cash or checks made payable to "City of Bayport."
- This form will serve as a confirmation and invoice for the reservation. Revisions to this form should be directed to City Hall at 651-275-4404.
- Problems securing the beach house on the reservation date should be directed to the Police Department at 651-439-9381. Please have a copy of this form with you to verify the reservation.

### Reservation Categories and Fees

Reservation Categories and Fees		Fee
<b>City Resident / Business</b>		
Monday through Thursday		\$80.34
Friday through Sunday		\$107.13
<b>Nonresident</b>		
Monday through Thursday		\$160.69
Friday through Sunday		\$214.25
<b>Deposit</b>	<i>(Payment must be made on a separate check)</i>	\$100.00
<b>Fireplace Use</b>	<i>(Optional, but nonrefundable)</i>	\$26.78

Office Use	Amount	Date	Payment	Staff
Deposit	<input type="checkbox"/> \$100.00		<input type="checkbox"/> Cash <input type="checkbox"/> Check # _____	
Reservation fee	\$ _____	<input type="checkbox"/> Due _____ <input type="checkbox"/> Paid _____	<input type="checkbox"/> Cash <input type="checkbox"/> Check # _____	
Fireplace use	<input type="checkbox"/> \$26.78 <input type="checkbox"/> N/A		<input type="checkbox"/> Cash <input type="checkbox"/> Check # _____	
Temporary liquor license required: <input type="checkbox"/> YES <input type="checkbox"/> NO	Application received on:	City Council approval date:	State approval date:	
Damage inspection	<input type="checkbox"/> \$0.00 in damages <input type="checkbox"/> \$ _____ in damages		<input type="checkbox"/> Destroyed check <input type="checkbox"/> Cashed check	



# CITY OF BAYPORT

294 NORTH 3<sup>RD</sup> STREET  
BAYPORT, MN 55003

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## LAKESIDE PARK BEACH HOUSE RULES, REGULATIONS, AND USER RESPONSIBILITIES

- 1. PREMISES.** The Lakeside Park Beach House, located at 95 Central Avenue, is available for rent to a designated user, with access as specified by the city, to be used for the number of people indicated on the reservation request form. The user understands that the capacity of the beach house is **limited to 50 people**, and hereby agrees to abide by this capacity at all times. The user understands that if found in violation of this capacity, the user will forfeit the deposit and be asked to vacate the premises immediately.
- 2. RULES.** The user agrees to abide by all statutes, ordinances, park rules, and regulations established by the city.
- 3. TERM.** The user agrees that the term of the rental shall be for the date and hours indicated on the reservation request form.
- 4. RESERVATIONS.** City residents only may secure a reservation from January 1-15 of each year. After January 15, reservations will be accepted from the general public on a first-come, first-served basis.
- 5. ESTABLISHED RENTAL AND DEPOSIT FEES.** The city has established rental fees, in specific blocks of time, for resident and nonresident users, as delineated on the reservation request form. The user agrees to pay the applicable fees that correspond to date and hours indicated on the reservation request form.

The rental fees include use of the following:

- Five 36-inch square pedestal tables (each table seats four people) and stackable chairs
- Interior lights and electrical outlets
- Trash receptacles
- Access to restrooms
- Access to water spigots in general park area

The rental fees do not include the following:

- Interior room setup or cleanup
- Heat or air conditioning
- Access to storage/utility area
- Storage of gifts/decorations/supplies prior to or following rental
- Janitorial service
- Exclusive use of the exterior beach house deck and patio area
- Exclusive use of the interior handicap accessible restroom (needs to be available for public use at all times)
- Use of the interior gas fireplace (additional nonrefundable fee)

**6. PAYMENT OF DEPOSIT UPON RESERVATION.** A \$100.00 damage deposit is due upon submittal of the beach house reservation request form, on a separate check. Under no circumstances will the beach house be reserved without full receipt of the request form and the \$100.00 deposit. If the reservation is cancelled for any reason after submittal of the deposit, it will not be refunded; however, the \$100.00 deposit may be applied to an alternate date during the same calendar year. If the reservation is upheld, the \$100.00 will be credited toward the designated deposit amount required for the event. If a request to rent the beach house is made less than 30 days prior to the event, see paragraph 6 below for procedure.

**7. PAYMENT OF RENTAL FEES.** The designated rental fee must be received no later than 30 days prior to the date of the event. If a request to rent the beach house is made less than 30 days prior to the event, full payment of the rental fees and deposit is required at the time of the request. Under no circumstances will the beach house be rented without full receipt of the completed reservation request form, rental fee, and deposit.

**8. REFUND OF RENTAL FEES.** No refunds will be issued due to inclement weather. If the reservation is cancelled at least 30 days in advance, a refund of any rental fees paid will be issued, less the \$100.00 deposit. There will be no refund of rental fees or deposit if the reservation is cancelled less than 30 days in advance; however the rental fees and deposit may be applied to an alternate date during the same calendar year.

**9. DAMAGES.** The user is responsible for any damages to the beach house during the date and hours specified on the reservation request form. Damages include, but are not limited to, any loss, cleanup, or expenses incurred by the city, related to the beach house or its contents, by the user. If the city determines damages exist, the user's deposit will first be used to pay for the damages and/or cleanup. The user is advised that the deposit is not a limit of the user's liability to the city for said damages. Any expenses in excess of the deposit shall be paid immediately by the user. The user is also responsible for attorney's fees and costs incurred by the city to collect for damages, loss, expenses, or cleanup, as necessary. If the city determines that no damages exist as a result of the event, the city will destroy the user's deposit check within 10 business days following the date of the event.

**10. SETUP AND CLEANUP.** Rental of the beach house includes use of the items stated in paragraph 5. The user shall be responsible for the arrangement of tables and chairs for the event and reconfiguring tables and chairs following the event. The beach house will not be available to the user before or after the designated rental times for setup or cleanup. As such, the user shall plan their event accordingly, to leave enough time to accomplish all setup and cleanup within the hours specified on the reservation request form.

Due to the limited seating capacity within the beach house, no additional chairs or tables may be brought in by the user for use during the event. The only exception is that the user may bring in one (1) banquet table, up to eight (8) feet in length, for display and/or serving of food and beverages. The user is responsible for providing and removing any tablecloths, napkins, table skirting, or chair cushions, if desired. The user may bring in decorations for the event, with the exception of confetti, but decorations cannot be nailed, taped, hung, glued, or in any way affixed in any manner to the walls or woodwork of the beach house, and must be completely removed following the event.

The city will provide basic janitorial and maintenance services as needed for normal use, as determined by the city. The user shall provide all other cleanup and janitorial services as necessary, or the city will utilize the user's deposit to furnish additional janitorial services, as determined by the city.

**11. UTILITIES.** The city shall provide electricity for the beach house and water for the restrooms for the date and hours specified on the reservation request form. However, the user understands that the city does not warrant that any of the utility services will be free from interruption from causes beyond the reasonable control of the city. Interruption of service does not render the city liable to the user for a refund of rental fees, nor does it relieve the user from performance of the user's obligations.

The user understands that the beach house is not equipped with heat, air conditioning, or access to water beyond the sink and toilet provided in the restroom facilities. Water spigots are accessible in the general park area. The beach house does include a gas fireplace that is available for optional use, weather permitting, for an additional nonrefundable fee. However, the user shall understand that the fireplace is not capable of heating the entire beach house, which should be taken into consideration for reservations made in the spring or fall months, or when cooler weather is expected. Portable space heaters and the like are strictly prohibited, unless special arrangements have been made with the city.

**12. FOOD AND BEVERAGE.** The user may bring in food, non-alcoholic, and alcoholic beverages for consumption during the term of the agreement. However, all food and beverage must be hosted by the user, meaning that the user cannot be compensated for the food or beverage, nor may the user charge guests money for the food or beverage. All food and beverage must be packaged and served in paper, plastic, or aluminum containers, as no glass is allowed in city parks.

If the user wishes to have the event catered, the user must provide the city with a copy of the caterer's license and the catering contract, which is subject to review and approval of the city. These documents shall be provided with final payment of all rental fees. It is the user's responsibility to ensure that no one under the age of 21 is served alcohol, and that no one is served alcohol in an amount to cause intoxication.

**13. USE.** The user shall only use the beach house for the purpose stated on the reservation request form. Any other use of the beach house shall require prior written approval and/or arrangements by the city. For certain events or activities that will alter the general use of a park, building, adjacent deck/patio, grounds, or city property, including music, inflatable devices, tents, generators, food/product vendors, arbors and/or chairs, and similar items, a special event application form is required to be submitted to city hall for consideration by the city council prior to the event. The user understands that the beach house is a tobacco and drug free facility and agrees that neither the user nor any guests shall use tobacco or any type of illegal drugs in the beach house. The user also understands that pets are allowed in city parks, but not allowed in the beach house, and must be leashed at all times.

The user acknowledges that during certain times, they may not have sole use and possession of the entire beach house during the hours specified on the reservation request form and that the user shall respect the rights of others using the premises prior to, during, and after their event. The user shall permit the city and its agents to have access to and to enter the beach house at all times.

**14. DEFAULT.** If the user defaults in the payment of rent or deposit, or in the performance expectations, the city shall have the right to cancel the reservation and/or remove the user and all guests from the beach house.

**15. HOLD HARMLESS.** The user acknowledges and understands the risks and hazards associated with using the beach house and hereby assumes all risks and hazards associated therewith. The user irrevocably waives any and all claims against the city and its elected officials/employees/volunteers of bodily injury, including death, and the damage, destruction, or loss of any property, including the loss of use thereof, incurred by the user, or by the user's guests, as a result of using the beach house, and hereby irrevocably releases and discharges the city and any of its elected officials/employees/volunteers from any and all claims of liability arising out of or associated with the use of the beach house. The waiver of liability does not waive liability for any injuries obtained as a result of the willful or intentional misconduct by the city or any person acting on behalf of the city.

The user shall defend, indemnify, and hold harmless the city and its elected officials/employees/volunteers from and against any and all liabilities, judgments, settlements, losses, costs, or charges (including attorney's fees) incurred by the city or its elected officials/employees/volunteers as a result of any claim, demand, action, or suit relating to any bodily injury, including death, or the damage, destruction, or loss of any property related to the use of the beach house by the user or by the user's guests.

The user shall pay the city for any and all physical loss or damage to the beach house, including any property owned by the city that is attached to or located within or outside the beach house, including the cost to repair or replace such property relating to the use of the beach house by the user or by the user's guests, if such costs exceed the deposit.

**16. ASSIGNMENT OR SUBLETTING.** The user identified on the reservation request form must be present on the premises throughout the duration of the event. The user shall not sublet all or any portion of the beach house.

## **LAKESIDE PARK RULES**

- ❖ **Dogs/pets must be leashed at all times and are not allowed in any park building or the beach area. Please clean up after your pet.**
- ❖ **All trash must be placed in designated waste/recycling receptacles.**
- ❖ **Glass containers are not allowed.**
- ❖ **Recreational fires are not allowed.**
- ❖ **Picnic shelters and the beach house are available for public use on a first come, first served basis, unless reserved in advance and posted.**
- ❖ **Charcoal within the satellite grills must be extinguished before leaving the park.**
- ❖ **Swimming is allowed at your own risk within the buoyed area (no lifeguard on duty).**
- ❖ **Children must be accompanied by an adult in the beach area.**
- ❖ **Parking for vehicles is only allowed in the designated parking lots surrounding the park, during park hours.**
- ❖ **Parking for vehicles with attached boat trailers is only allowed in designated, posted areas.**
- ❖ **Ball fields, soccer fields, and volleyball courts are available for public use on a first come, first served basis, unless reserved in advance and posted.**

**PARK HOURS: SUNRISE TO SUNSET**

**~ PLEASE RESPECT THE PROPERTY AND ALL PARK USERS ~**