



Lakeview User Agreement

Mutual Agreement: Rental of the Lakeview Center of Benton Beach is by mutual agreement between Benton County and the User. Benton County reserves the right to refuse rental for any reason.

Please fill in information below:

Date(s) of Event: _____

Type of Event: _____

Name(s)(User): _____

Address: _____

City/State _____ Zip Code _____

Phone Number: _____

Email Address: _____

RENTAL FEES: 8 a.m.-Midnight Daily

One-Day Weekend\$250

Two-Day Weekend\$400

Three-Day Weekend\$600

½ Day (Mon-Thurs Only)\$125

Damage Deposit (Required).....\$200 (Pre-paid to hold reservation)

Deposit due upon reservation and rental fees due one month prior to event. If Benton County does not receive the rental fee on time, the reservation will be cancelled. Please mail all payments to Benton County PO Box 129, Foley, MN 56329. Attn: Park Reservations. In addition, send a copy of your valid driver's license with your payment. For a showing of the building or questions about property grounds, please contact our Property Management Director at 320.968.5190.

Benton County hereby permits User to utilize the Lakeview Center, 130-125th St. NW, Rice, MN 56367, under the following circumstances and subject to the following terms:

- Capacity of Premise: Lower level with tables and chairs-71 persons, lower level without tables and chairs-156 persons, upper level with tables and chairs-73 persons, upper level without tables and chairs-151 persons.
- Renters are entitled to utilize the tables and chairs provided within the building; however, the County does not guarantee that there are adequate tables and/or chairs for your event. You may need to provide you own. (There are approximately 20 tables and 100 chairs between the two levels.)
- The User may provide alcohol to any person 21 and older, however alcohol may not be sold without an adequate liquor liability insurance policy. (Minn. Stat. 340A.409). The County shall bear no liability for injury arising out of the sale or consumption of alcohol on the premises. If alcohol is sold on the Premises, the designated vendor is required to provide proof of an appropriate license authorizing the vendor to sell liquor on the Premises and proof of liquor liability insurance.
- All persons serving alcohol at the event shall not serve alcohol in violation of MN State and Federal Laws and Benton County ordinances. The User shall warrant that all persons will serve alcohol in accordance with the applicable laws.
- User will comply with codes, laws, ordinances, rules and regulations by any government agency which relate to the use, condition, or occupancy of the premises. User agrees that no excessive noise, music, odor, vibration, or conduct that is likely to disturb neighbors or other park users. In the event of violation, Benton County may immediately terminate this Agreement. In addition, User agrees to keep the Premises in a neat, clean, and respectable condition and must bear the costs of policing, cleaning and restoring the Premises. The User is responsible for the cost of repair of any damages caused to the Premises by the User, or by the guests or invitees of the User. The cost of repair includes replacement costs, if necessary.
- Access to the Premises for the purposes described herein and at the times set out herein will be provided through the County's Agents and employees. User will be provided a key for access of the rented dates and times.
- **If the User fails to vacate the Premises at the time of the expiration of the term of use, the User will automatically forfeit the User's deposit for the Premises. Failure to vacate the premises may result in additional fees, fines or other legal action.**

- Use of the County's Equipment: This Agreement does not contemplate nor provide for access to or use of the County's equipment located within the premises except as specifically provided herein.
- Assignment of Interest: User may not assign or transfer its interests under this Agreement. Nor shall User permit any third-party to occupy or use any part of the Premises without first obtaining the prior written consent of the County.

Hold Harmless and Indemnification

- User expressly agrees that its use of the Premises during the term of the Use Agreement shall be undertaken by User at its sole risk and releases the County, their servants, agents, or employees, from all liability for any demands, injuries, damages, attorney's fees, court costs and disbursements, actions or causes of action, or claims of whatever nature, including subrogation claims, arising from injury to person or property sustained by anyone arising out of or in connection with User's use and occupancy of the Premises.
- Further, User agrees to indemnify, defend, protect, and hold harmless the County, their servants, agents, or employees, from and against any and all liabilities, damages, costs, expenses (including all attorney fees and expenses), causes of action, suits, claims, demands or judgments of any nature, including subrogation claims arising out of or in connection with User's use and occupancy of the Premises
- User agrees and understands that the purpose of this paragraph is to put the risk of loss on User and not on the County. User understands and agrees that the amount charged herein for rent has been determined based upon the risk of loss being with the User.

Inspection

- The User has examined and approved the Premises.

Entire Agreement

- This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.
- If any term or condition of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, it is in the intention of both parties that the remainder of the Agreement shall not be affected thereby made that in lieu of each such term or condition, there be added as part of the Agreement a term or condition as similar as may be possible and be legal, valid and enforceable.

Cancellation Policy

- Reservation cancellations made 30 days prior to the event will refunded the security deposit, minus a \$20 administration fee. Reservations cancelled less than 30 days in advance will forfeit their deposit. Rental fees will be refunded within 30 days of cancellation.
- The parties have read this Agreement, understand its terms, and enter into this Agreement voluntarily, having had the opportunity to consult with an attorney regarding the terms of the Agreement. By signing below the parties manifest their intent to be legally bound by the terms of the Agreement.

USER: _____ DATE: _____

FOR BENTON COUNTY: _____ DATE: _____

*****Keys must be picked up at the Administrator's Office located in Foley at the County offices.*****
*****The hours of Benton County are 8-4:30pm, Monday-Friday.*****

531 Dewey Street/PO Box 129, Foley, MN 56329 320.968.5292