



# Larson Nature Center |Dakota Nature Park

1705 32<sup>nd</sup> Street S |Brookings, SD 57006|605-693-2233

For reservations contact: 520 3<sup>rd</sup> Street, Suite 130 | Brookings, SD | 605-692-2708

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## RENTAL AGREEMENT Dakota Nature Park/Larson Nature Center

The Larson Nature Center/Dakota Nature Park is primarily for the use of programs and activities sponsored or affiliated with the Park Rec & Forestry Department. The building is for rent when the schedule permits. Building & ground rentals are available for business & personal meetings along with social gatherings, such as, and not limited to, small outdoor weddings, birthdays, family reunions, graduations, and bridal/baby showers. (*Outdoor Wedding's | Max/100 people*)

Person/Business Responsible for Event: \_\_\_\_\_ Number Attending: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Date(s) of Event(s) \_\_\_\_\_ Type of Event(s) \_\_\_\_\_

Space(s) Needed: \_\_\_\_\_ Times \_\_\_\_\_

Will you be using the projector in the classroom: Yes | No

Will you be using the park/ rental equipment: Yes | No

Will there be food: Yes | No If so who will be catering? \_\_\_\_\_

Will there be alcohol: \*Yes | No

**\*Please see the Alcoholic Beverage Policy under "Facility Policies"**

|  |          | AMOUNT DUE | DATE PAID |
|--|----------|------------|-----------|
| Damage Deposit ( <i>Refundable</i> )                     | \$100.00 | _____      | _____     |
| <i>Deposit must be received at time of booking</i>       |          |            |           |
| Hourly Rental Fee ( <i>2hr Minimum</i> )                 | \$ 50.00 | _____      | _____     |
| <i>(Classroom Max 35, Atrium Max 60, Sunroom Max 15)</i> |          |            |           |
| Hourly Rental Fee ( <i>2hr Minimum</i> )                 | \$100.00 | _____      | _____     |
| <i>(Full Facility Max 100)</i>                           |          |            |           |
| Grounds Rental ( <i>Per Day</i> )                        | \$200.00 | _____      | _____     |
| <i>(With Bldg Rental Only, May be exceptions)</i>        |          |            |           |
| Day before setup/rehearsal (if available)                | \$100.00 | _____      | _____     |

**TOTAL AMOUNT DUE - DEPOSIT** \_\_\_\_\_

**\*\* PLEASE RETURN ORIGINAL SIGNED CONTRACT WITH DAMAGE DEPOSIT \*\***



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For reservations contact: City of Brookings Park, Recreation & Forestry

520 3<sup>rd</sup> Street, Ste 130 | Brookings, SD | 605-692-2708 www.cityofbrookings.org

## HOLD HARMLESS AGREEMENT FOR PREMISES USERS

Regarding the use of \_\_\_\_\_

Premises

for \_\_\_\_\_

Activity

on \_\_\_\_\_.

Dates and Times

The \_\_\_\_\_ (referred to hereafter as the USER) shall indemnify and hold harmless the City of Brookings and its officers, officials, employees, agents and volunteers, from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the (i) the conduct or use of the Premises by the undersigned or the undersigned's organization or group, (ii) any act, omission, or negligence of the undersigned or the undersigned's organization or group, or the partners, directors, officers, agents, employees, and other users and invitees of the undersigned or the undersigned's organization or group, and (iii) any accident, injury or damage whatsoever occurring in or at the Premises while the undersigned or the undersigned's organization or group is using the facilities.

( ) Check if applicable. The undersigned shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. Such insurance shall add the City of Brookings and its officers, officials, employees, agents and volunteers as additional insures.

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USER Representative \_\_\_\_\_ Phone \_\_\_\_\_ Date \_\_\_\_\_

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City of Brookings Representative \_\_\_\_\_ Date \_\_\_\_\_

# RENTAL INFORMATION

## Reservations

Reservations must be made at the Parks, Recreation & Forestry Office (605-692-2708) a minimum of 1 month in advance. If reservation requests are made after that period of time and our facility is available full payment with damage deposit will be due at the time of the reservation.

## Key Pickup

If renting during unstaffed hours you are responsible for picking up a key at the Park and Rec office a maximum of 4 days prior to the reservation and returned no later than 2 days after the reservation. Park and Rec hours are Monday – Friday 8:00 AM – 5:00 PM.

## Rental Fees

Renter shall pay the total rental sum and any additional fees for all requested services, 3 weeks prior to the date of use. A NSF check will be regarded as non-payment and will forfeit the Renter's reservation.

## Damage Deposit

Renter shall pay a Damage Deposit, in the amount of \$100.00 at the time of booking. Checks shall be made payable to BPRD. Once the Facility/grounds has been inspected by BPRD staff and it has been determined that there are no damages, the damage deposit will be refunded to the Renter within two (2) weeks following the event. No tables, chairs, or other furnishing may be removed from the building. Replacement cost for all missing items will be subtracted from the damage deposit. If an hourly rental runs over the scheduled reservation time without prior arrangements the damage deposit will be forfeited and additional fees may apply.

## Cancellation Policy

Cancellation of the request for use of the Park will entitle the Renter to a return of the rental sum minus taxes and other paid fees, provided the cancellation is made 3 weeks prior to the date of the use. Any cancellation less than 3 weeks in advance shall result in the forfeiture of the rental sum.

## Payment Agreement

Renter further agrees to pay the BPRD on demand any and all sums, which may be due for all required fees listed. All fees must be made by check, cash, credit card or money order.

## FACILITY POLICIES

### Alcoholic Beverages Policy

The BPRD Facilities Alcoholic Beverage Policy is enforced and reads as follows: The possession and consumption of alcoholic beverages in the City of Brookings Parks System is limited to malt beverages and wine products, including wine coolers and similar beverages. At no time are beverages that include hard liquor allowed in City Parks & Facilities (Sexauer Campground exception.) Activities which include the presence of alcoholic beverages and more than 20 people need written approval from the City Manager or the BPRD Director. Only non-glass containers are allowed in City Parks & Facilities. No alcoholic beverages are allowed to be present during organized youth activities (under 18 years old.)

### Decorations Policy

Decorations, tape, staples, or other items are not allowed on the walls. Upon inspection, if walls are damaged, charges will be billed to the person/business responsible for the event.

### Food Policy

Renter's may use a caterer of your choice or bring in your own homemade food. You or your caterer must provide all dishes and equipment. Kitchen amenities are not available.

### Exits

Exits to the Larson Nature Center cannot be blocked at any time as well as the hallway near the family, men's and women's bathrooms.

### **Smoking/Tobacco Policy**

Vendors, staff, and guests must follow the smoking/tobacco policy. The Larson Nature Center is a non-smoking public building. No smoking is allowed inside or within 100 feet of the building. Smoking within the Larson Nature Center building will result in the immediate loss of the \$100.00 refundable damage deposit.

### **Open Flame**

Grilling is not allowed on Dakota Nature Park grounds.

### **Pets and Animals**

No animals, other than service animals, will be allowed inside the Larson Nature Center. All service animals inside the building must be wearing their official service vest at all times. Dogs are permitted on a leash only on the Dakota Nature Park grounds.

### **Use of Property**

Use of the building/grounds is available from 8:00 a.m. to 10:00 p.m., unless requested by the and approved by BPRD staff. A BPRD employee will check the facility the following morning. Any damages found at that time will be deducted from the Renter's deposit. In no circumstance, shall any event held at the center/park be in excess of the designated area capacity as stated above.

### **Cleaning Procedures**

Renter shall remove all items they bring into the building or on the grounds after the event unless other arrangements have been made with the BPRD. Tables, countertops, etc. must be wiped down, garbage bags taken to the trash receptacles, floors swept of any debris, food, etc. All garbage, food etc outside must also be picked up after the event is over.

### **Rental Equipment**

Equipment rentals are not included in our facility rentals. All equipment rentals are on a first come first serve basis and must be paid for at the time of the rental unless other arrangements are made in advance with BPRD staff.

### **Rules and Regulations**

In the event the Renter violates any of the conditions of this Rental Agreement, Renter may forfeit the deposit, and in addition, shall be responsible to the BPRD of the payment of any costs, expenses, or damages in addition to the deposit forfeiture.

### **Parking**

The park is limited to 3 handicap spots/23 parking spots. In the event the Renter will require additional parking, there is parking available at the Southbrook Softball Complex with a short walk on the trail.

## **RENTER'S CHECKLIST**

- Wipe down all counter tops, tables, and floors of any major spills.
- Empty trash into outside receptacles.
- Sweep or vacuum up any major spills.
- Pick up any trash on the floors, patio, grounds or parking lot.
- Projector powered off-*if used*
- All items brought into the facility must be removed.
- Turn off lights.
- Lock all outside doors & panic bars. (Double Check) Back door may need to be pulled shut.
- Set Alarm System.
- Leave Key on front desk ore return to Park & Rec office within 2 working days.