



Joann Hetzel Memorial 4-H Building Facility Use Agreement

____ **Property and Use:** Bismarck Parks and Recreation District (BPRD) agrees to allow use of the Joann Hetzel Memorial 4-H Building arena area (4-H Building) for the purpose of a **(EVENT TYPE)** for **(NAME OF RENTER)** (User) from **(DATES & TIMES OF EVENT)**. Any and all use of the arena and surrounding area shall be in compliance with the Joann Hetzel Memorial 4-H Building Rules (see Exhibit A) and in compliance with all local/park district/city/county ordinances. Security personnel at events in the 4-H Building may be required by BPRD and must be hired and paid for by the User. Setup, cleanup and teardown of any event items, such as tables and chairs, will be the responsibility of the User.

____ **Additional Use:** Use of areas other than 4-H Building and the immediate surrounding area must obtain proper permissions and permitting.

____ **Rates:** The 4-H Building use fee is \$**(TOTAL COST OF EVENT)**. The fee includes the arena, parking lots, utilities, garbage disposal, tables, chairs, dividers, and sound system/microphone. **The use fee is due fourteen (14) days prior to the event date.**

- ☐ Yes, the sound system/microphone will be used.
- ☐ No, the sound system/microphone will not be used.

____ **Indemnification/Hold Harmless and Liability Insurance:** User agrees that they will fully indemnify and hold harmless the BPRD from all claims, actions, causes of actions, lawsuits, etc., which may arise as a result of User's management and operation of their event at the 4-H Building. This indemnification and hold harmless agreement includes, but is not limited to, an agreement to indemnify and hold BPRD harmless for all costs, expenses, damages, economic and non-economic losses as defined under North Dakota law, including attorney's fees, and any other consequences which may arise as a result of User's management and operation of the event at the 4-H Building. It is expressly understood that User shall be responsible for full indemnification of BPRD and will hold BPRD harmless from any and all such claims. User must secure and keep in force during the event commercial general liability insurance policy during the event with the amount of coverage per person and per occurrence to meet or exceed the liability limit amounts for political subdivisions as provided in section 32-12.1-03 of the North Dakota Century Code, listing BPRD as an additional insured. The policy shall require the insurance company to notify BPRD in writing prior to any cancellations. **A certificate of insurance shall be provided to BPRD fourteen (14) days prior to the event date.**

____ **Property Damage and Cleanup Requirements:** User expressly assumes full responsibility for any and all damages or injuries which may result to any person or property by reason or in connection with the use of the facilities pursuant to this agreement and agrees to pay BPRD for all damages caused to the facilities resulting from User's activities hereunder. **A \$1,000 security deposit is required upon reservation.** The \$1,000 will be deposited and held until the event is completed and the following conditions met: **There is no damage inside or around the 4-H Building and the cleanup requirements checklist (see Exhibit B) has been completed and signed.** The security deposit will be refunded after the event following a check of the 4-H Building by BPRD staff to confirm that there was no damage and that all items on the cleanup checklist were completed.

____ **Non-Discrimination Policy:** User shall not exclude anyone from participating in its program or deny anyone the benefits of its program, or otherwise subject anyone to discrimination on the basis of race, color, national origin, age, religion, sex, physical or mental disability, or status with respect to marriage or public assistance.

User Name: (NAME OF RENTER) Event Date: (DATE OF EVENT)

_____ **Cancellation:** The agreement may be terminated by either party upon ninety (90) days written notice to the other party and may be terminated for cause by BPRD at any time with or without notice. If the User cancels in advance of the event by ninety (90) days or more, a full refund will be issued. **If an event is cancelled with less than 90-days' notice, none of the \$1,000 security deposit will be refunded.** BPRD reserves the right to accept or reject any or all building use requests.

_____ **Exclusive Provider:** BPRD has an agreement with a vendor to provide supplies of soda, juice, and water products in BPRD facilities. The User must ensure any licensed catering or liquor establishment will comply with BPRD's soft drink supply agreement and purchase beverages through this vendor, currently Pepsi Beverage Co. The use of pre-mix and post-mix soda dispensing system is not allowed.

_____ **Alcoholic Beverages:** Alcohol will not be served at events held in the 4-H Building or on the grounds without notification to BPRD (see Exhibit C) **fourteen (14) days prior to the event date.** Any alcohol served or provided must be catered by a liquor establishment licensed in the City of Bismarck. If alcohol is served or provided, licensed security guards are required and must be hired and paid by the User.

- ☐ Yes, alcohol will be served or provided, and security will be required (Exhibit C to be completed).
☐ No, alcohol will not be served or provided.

_____ **Other Insurance:** Any onsite licensed catering establishment, liquor establishment and/or security guards utilized by the User shall carry a commercial general liability insurance policy during the event with the amount of coverage per person and per occurrence to meet or exceed the liability limit amounts for political subdivisions as provided in section 32-12.1-03 of the North Dakota Century Code, listing BPRD as an additional insured. Catering establishment insurance shall contain product liability, and liquor establishment insurance shall contain liquor liability (dram shop). Policies shall require the insurance companies to notify BPRD in writing prior to any cancellations. **Certificates of insurance shall be provided to BPRD fourteen (14) days prior to the event date** (see Exhibit C).

- ☐ Yes, an onsite catering establishment will be used (Exhibit C to be completed). One food truck is allowed (It must remain in the parking lot and provide its own source of power. All garbage must be properly disposed of at the conclusion of the event, and disposal of food preparation waste, grease or otherwise, is not permitted on park district property.).
☐ No, an onsite catering establishment will not be used.

Acceptance: I have read and agree to the basic conditions listed above:

User Signature

Date

Bismarck Parks and Recreation District

Date

User Contact Information:

(NAME OF RENTER)

(ADDRESS OF RENTER)

(PHONE)

(EMAIL)

Office Use: Notes _____ Payment _____

User Insurance _____ Caterer Insurance _____

Alcohol Licensed/Insurance _____ Security Licensed/Insurance _____

Deposit _____ Deposit Returned _____

JOANN HETZEL MEMORIAL 4-H BUILDING

3715 E. Bismarck Expressway



Facility Use Agreement – Exhibit A

Building Rules

- Smoking is prohibited in the arena and within twenty feet of entrances and exits.
- Vehicles are restricted to established roads and parking lots.
- Garage doors must remain closed during event, except for loading and unloading.
- No overnight camping is allowed.
- Signage may not be placed on the property or nearby roads without advance permission.
- Multiple power outlets should be utilized inside the arena, rather than using only one bay or outlet.
- Tables and chairs must remain indoors.
- Glass beverage containers are prohibited.
- Candles and fireworks are prohibited.
- Items of any kind may not be suspended from the ceiling, and nails, screws and other anchors are prohibited. Painter's tape and damage-free hanging strips that do not damage walls may be used.
- Helium balloons are prohibited.
- Wax on floors is prohibited.

JOANN HETZEL MEMORIAL 4-H BUILDING

3715 E. Bismarck Expressway



**BISMARCK PARKS AND
RECREATION DISTRICT**
Est. 1927

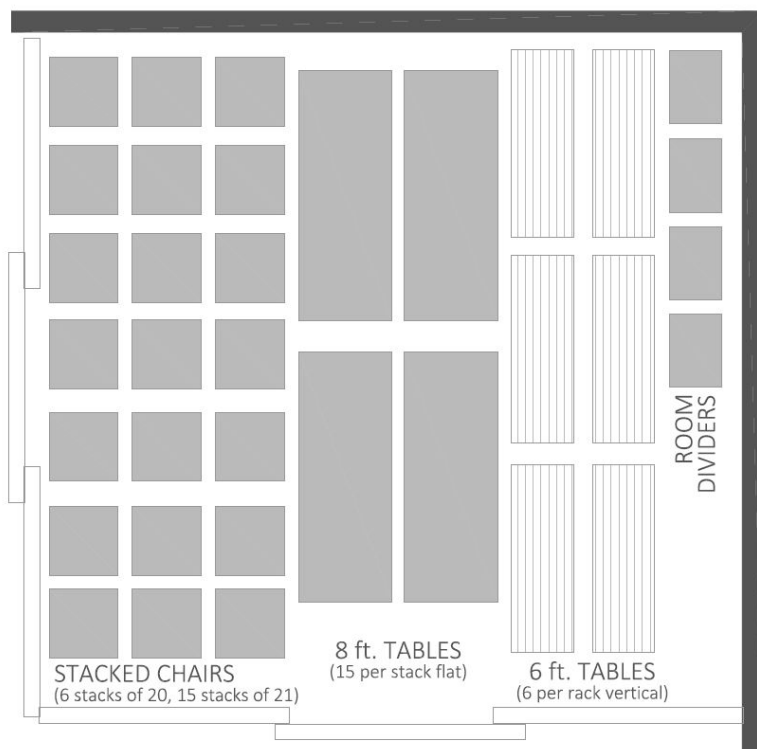
Facility Use Agreement – Exhibit B: Cleanup Requirements Checklist

Includes indoor arena area, bathrooms and exterior area adjacent to the building, including parking lot.

- ☐ Remove all decorations.
- ☐ Access cleaning supplies in hall closet between women's restrooms.
- ☐ Wipe tables and chairs prior to stacking.
- ☐ Return all chairs and tables to their original carts (see storage area diagram below).
 - ☐ Place 8-foot tables on flat carts (15 each) and 6-foot tables on vertical racks (6 each).
 - ☐ Stack chairs in racks (6 stacks of 20, 15 stacks of 21).
- ☐ Check restrooms to ensure faucets are off, toilets are flushed, and trash is cleared.
- ☐ Haul all trash, inside and outside (including cigarette butts), to the dumpster located southeast of the building.
- ☐ Sweep the floor, including mopping up spilled food or beverages (push brooms or mops available).
- ☐ Turn off fans.
- ☐ Place mic in mic holder on speaker box.
- ☐ Adjust thermostats.
 - ☐ Winter: Check 2 heat thermostats and return to "AUTO."
 - ☐ Summer: Check 1 A/C thermostat and return to "AUTO."
- ☐ Turn off all lights.
- ☐ Close and lock all doors.
- ☐ Number of event attendees _____
- ☐ **Sign and date below and leave completed checklist on speaker box.**

Security deposit will be retained if Building Rules are not followed and/or Cleanup Requirements are not met.

Table & Chair Storage Area



The above checklist of cleanup items has been completed.

Event Date _____

User Name _____

User Signature _____

Date _____

Office Use:

User approved for security deposit refund:

Yes ☐

No ☐

Staff _____

Date _____

JOANN HETZEL MEMORIAL 4-H BUILDING

3715 E. Bismarck Expressway



**BISMARCK PARKS AND
RECREATION DISTRICT**
Est. 1927

Facility Use Agreement – Exhibit C

Alcoholic Beverages and Other Insurance Requirements

- Alcohol must be served by an establishment licensed in the City of Bismarck with the appropriate liquor license.
- A licensed security company is required when alcohol is present (1 security personnel per 150 people).
- A catering establishment that is present at the facility to serve food must provide a certificate of insurance. Renters may bring in their own food or get food delivered (if vendor is not staying onsite) without any vendor documentation.
- Any onsite licensed catering establishment, licensed liquor establishment and/or licensed security guards shall secure and keep in force during the event a commercial general liability insurance policy with minimum liability limits of \$1,000,000 per person and \$2,000,000 per occurrence, listing BPRD as an additional insured. Policies shall require the insurance companies to notify BPRD in writing prior to any cancellations.
 - Required additional insured language:
 - Bismarck Parks and Recreation District
400 E. Front Avenue, Bismarck, ND 58504

Event Date _____

User Name _____

Enter N/A if not applicable to event.

Licensed Liquor Establishment _____

☐ Certificate of insurance attached ☐ Certificate of insurance on file at BPRD

Licensed Security _____

☐ Certificate of insurance attached ☐ Certificate of insurance on file at BPRD

Licensed Catering Establishment _____

☐ Certificate of insurance attached ☐ Certificate of insurance on file at BPRD

User Signature _____

Date _____

Return this completed form and required certificates of insurance to Bismarck Parks and Recreation District, 400 E. Front Avenue, Bismarck, ND 58504 or bisparks@bisparks.org at least fourteen (14) days prior to the event date.