

FACILITY RENTAL FEES

Note: Rental times must include ALL setup and takedown times and must be pre-paid. This includes dropping supplies and or catering, all decorating and setting up of tables and chairs.

Lakeville Liquors Emporium Room		
Monday - Thursday		Amenities
Rented Hourly	\$80/hour	<ul style="list-style-type: none"> • Stainless steel worktable • Three compartment stainless steel sink • Dishwasher • Sound system • Free wifi • Three 70" television screens • USB and HDMI plug-in • Tasting bar • Use of outdoor patio & firepit • Minimum 2-hour rental
Friday – Sunday		
Rented Hourly	\$110/hour	
Hours Available		
Monday - Saturday	8 a.m. – 10 p.m.	
Sunday	9 a.m. – 6 p.m.	
Capacity		
Seated	80	
Standing	200	
Patio (Standing)	50	

Bar Service		
Monday - Sunday	\$200	Available upon request. Inquire for more information.

Special circumstances requiring earlier, or later start and end times may be considered depending on staffing levels.

I. FACILITY USE POLICIES

- 1) Must be 25 years of age to rent the Lakeville Liquors Emporium Room.
- 2) **CHARGES.** The rental charge shall include use of the Lakeville Liquors Keokuk Tasting Room as specified in the Facility Rental Fees. Organizations/Individuals are charged for their own event setup and take down time, which must be included in the original reservation. Additional charges may include, but are not limited to, custodial charges and security personnel charges.
- 3) **DAMAGE DEPOSIT. A \$100 damage deposit applies to rentals.** Damage deposits will be used to offset expenses incurred from damages to the facility or overages in rental times. If damages are incurred, the Organization/Individual agrees to fully reimburse the City of Lakeville upon demand for any amount exceeding the original damage deposit. This includes all damages to, including the loss of, the building, furniture, equipment, fixtures, grounds, or any other property, real or personal, owned, used or operated by the Lakeville Liquor store, due to any act or omission of the

members, representatives, employees, patrons, invitees or guests of the Organization/Individual using the facility. The paid damage/rental deposit is NOT used to offset the remaining balance of the rental. If no damages are incurred, the damage deposit will be returned within 30 days following the end of the rental period.

4) **PAYMENT.** The Renting Organization/Individual agrees that all charges will be paid to Lakeville Liquors. This includes an \$100 rental deposit to reserve the space, and the balance payable two weeks prior to the event. If complete payment is not received two weeks prior to your event, your reservation will be cancelled. Unpaid charges that remain at the completion of the event will be deducted from the damage deposit.

5) **LIABILITY INSURANCE.** The Organization/Individual using the facility will sign a waiver of liability as a part of the Rental Agreement. Policies including, but not limited to, the Lakeville Liquors Food Catering Policy will require the Organization/Individual to provide a copy of their Certificate of Insurance as proof of liability coverage naming the City of Lakeville as additional insured.

6) **CANCELLATION POLICY.** The Renting Organization/Individual agrees and understands that in the event of a cancellation, ninety (90) days' notice must be given in order for both the rental deposit and damage deposit to be returned, less a \$10 processing fee. If under 90 days' notice rental and damage deposits will not be refunded.

7) **PYROTECHNICS.** The use of pyrotechnics, open flames or other combustible materials within the facility is strictly forbidden.

8) **CATERING.** The Organization/Individual using the facility shall not sell, serve or allow food products of any kind to be sold, brought into or served upon the premises except as permitted by the Lakeville Liquors Food Catering Policy.

9) **LIQUOR.** The Renting Organization/Individual using the facility shall not sell, serve or allow alcoholic beverages of any kind to be sold, brought into or served upon the premises except as permitted by the Lakeville Liquors Alcohol Policy and in accordance with all City Ordinances and State laws.

10) **DECORATIONS.** All decorations must be approved by the Event Manager in writing two weeks in advance of any function.

The following is prohibited	
Tape on walls	Glitter, confetti & adhesive strips
Alteration of electrical circuits	Unenclosed candles
Ballons containing confetti	Adhesive Strips
Nails, tacks, or screws	

All decorations must be hung without defacing the building. No marking or puncturing any surfaces of the Emporium Room are allowed. The Lakeville Liquor store does not provide ladders for decorating. All decorations must meet fire code regulations.

11) **SPECIAL SETUP.** Special setup shall be done at the renting organizations or individual's expense under the supervision of, and subject to, the approval of Lakeville Liquors staff, and shall be furnished and paid for by the Renting Organization/Individual.

12) **CLEANUP.** The Renting Organization/Individual using the facility shall clear all areas after use unless otherwise approved by Liquor store staff. The Lakeville Liquor store is not responsible for any items left beyond the contracted rental period. The Renting Organization/Individual shall also leave all areas in a clean and orderly condition at the end of the term of this agreement. If areas are not cleared and/or cleaned within the contracted period, the Liquor Store staff will clean the facility and deduct the cleanup cost from the rental/damage deposit.

13) **ADVERTISING.** To use Lakeville Liquor store name in your advertising, we must review your copy. Send or fax copies of all advertising materials to us before going to print. Please state our complete name, "Lakeville Liquors Tasting Room," when making references.

14) **CONDUCT.** The Renting Organization/Individual is responsible for the conduct of its guests, representatives, and workers while in the Lakeville Liquor store.

15) **CITY, COUNTY, STATE AND FEDERAL LAWS.** All Organizations/Individuals using the Lakeville Liquor store to conduct public or private meeting or in giving any lecture, class or other event shall conform to, comply with and abide by all laws of the United States and the State of Minnesota, the rules and regulations of all Federal and State Boards and Bureaus, the ordinances of Dakota County, the City of Lakeville and the regulations of the Fire Department, Health Department and Police Department.

16) **SUBCONTRACTING.** Renters may not subcontract any space in the Lakeville Liquor store tasting room.

17) **LIGHT, HEAT, WATER, VENTILATION.** The Lakeville Liquor store shall furnish light, heat, water and ventilation, but any special lights or lighting fixtures other than those available shall be provided and paid for by the Renting Organization/Individual.

18) **FIRE CODES.** The Renting Organization/Individual shall not transact or allow the transaction of any business on the premise or keep thereon anything which will increase the risk of fire or conflict with the provisions of the insurance policies on the building or any part thereof.

19) **INDEMNIFICATION, HOLD HARMLESS, DEFENSE.** I understand that my use of the Lakeville Liquor store tasting room is voluntary and that I am using it for my benefit

only. I agree that my use of the Lakeville Liquor store tasting room facility is undertaken at my own risk, and that the Lakeville Liquor store and the City of Lakeville will not be liable for any claims, injuries or damages of whatever nature incurred by me, members of my organization or guests of my event due to the negligence of members of my organization, guests of my event or the negligence of third parties. On behalf of myself and the organization that I represent, I expressly forever release and discharge the Lakeville Liquor store, the City of Lakeville, its agents or employees from any such claims, injuries or damages. I also agree to defend, indemnify and hold harmless the Lakeville Liquor store and the City of Lakeville from any claims, injuries or damages of whatever nature arising out of, or connected with, my use of the Lakeville Liquor store tasting room. I also agree to reimburse the City of Lakeville for any damage, breakage, maintenance or theft of equipment beyond the damage deposit figure, if so warranted.

The Renting Organization/Individual understands and agrees that the facility rental is subject to all rules and regulations of the Lakeville Liquor store and will conform to said rules and regulations and be bound thereby. No provisions of these rules and regulations will be waived, except with advance approval, in special cases and for good cause, and then only by written memorandum attached to the reservation receipt and signed by an authorized representative of the Lakeville Liquor store.

II. FOOD CATERING POLICY

- 1) Catering areas must be left in a clean condition following each event. All garbage must be removed and placed in the dumpster.
- 2) Food and beverages must be kept in the rented room or space.
- 3) Caterers are responsible for all table coverings, plates, silverware, serving utensils and glassware.
- 4) Deliveries of supplies must be preapproved by Liquor Store staff.
- 5) Supplies must be removed by the end of the rental period unless prearranged with Liquor store staff.
- 6) The Lakeville Liquor store and the City of Lakeville are not responsible for articles left onsite.
- 7) The caterer shall comply with all laws and regulations related to the preparation and disposal of food and shall procure at its own expense all permits and licenses required by law or regulation for the operation of catering services. The caterer will furnish the City of Lakeville with a copy of the applicable permits or licenses.
- 8) The caterer agrees that they will at all times, have and keep in force, at its expense, workers' compensation and employers' liability, automobile liability and professional

liability insurance covering any injury caused by act or omission on the part of the caterer in the performance of, or with relation to, any of the work or services provided to be performed or furnished by the caterer.

9) The caterer will furnish the City a certificate of insurance satisfactory to the City evidencing the required coverage. The City shall be named as additionally insured on the commercial general liability policy on a primary and noncontributory basis.

10) The caterer shall be deemed to be an independent contractor and not an employee of the Lakeville Liquor store or the City of Lakeville. Any and all agents, servants or employees of the contractor or other persons, while engaged in the performance of any work or services required to be performed by the Lakeville Liquor store, or the City of Lakeville, its agents, servants, employees or other persons, shall in no way be the obligation or responsibility of the Lakeville Liquor store or the City of Lakeville. The contractor, its agents, servants, or employees shall be entitled to none of the rights, privileges or benefits of the Lakeville Liquor store or the City of Lakeville.

11) The caterer further agrees to defend and hold harmless the Lakeville Liquor store and the City of Lakeville from any claims, demands, actions or causes, or action arising out of any performance of, or with relation to, the work or services provided to be performed or furnished by the caterer under the terms of this agreement.

III. ALCOHOL POLICY

Alcoholic beverages may be served at activities and events held at the Lakeville Liquor store tasting room according to the following guidelines:

- 1) If the Renting Organization/Individual would like to serve alcohol at an event, they are required to hire the services of the in-house Bar Service.
- 2) Alcoholic beverage service will end no later than 9:30 p.m. or as determined by the license issued by the City Council. Alcohol must stay in a clearly defined rental space. The Renting Organization/Individual will be responsible for making sure its guests follow this policy. All containers used for consumption must also remain in the defined space.
- 3) Violation of the rules set forth in this policy may result in the denial of future rental requests, cancellation of future reserved space at the Lakeville Liquor store tasting room and forfeiture of the rental/damage deposit.

ACKNOWLEDGMENT: The Renting Organization/Individual acknowledges that use of the facility for an event may include the risk of serious injury or death including, but not limited to, possible exposure to and illness from infectious diseases including but not limited to methicillin-resistant *Staphylococcus aureus* (MRSA), influenza and coronavirus disease 2019 (COVID-19). While rules and personal discipline may reduce this risk, the risk of serious illness and death does exist. The Renting

Organization/Individual KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others and assume full responsibility for use of the facility.

USE POLICY: Use of the facility must comply with the stated and customary terms and conditions for the event as regards to protection against infectious diseases, including but not limited to any applicable Governor's Executive Orders and Department of Natural Resources (DNR) and Minnesota Department of Health (MDH), including the Outdoor Recreational Guidelines, which can be found at <https://www.dnr.state.mn.us/aboutdnr/covid-19-outdoorrecreation-guidelines.html>.

By signing this agreement, I declare that I have read, understand and agree to all terms and condition of this Agreement.

User Signature	Date

Renters must return a signed copy of this document, once per calendar year to David LaKosky at dlakosky@lakevillemn.gov or by mail to:

**Dave La Kosky
Lakeville Liquors Keokuk
20880 Keokuk Avenue
Lakeville MN, 55044**

VOLUNTARY WAIVER OF LIABILITY AGREEMENT

RENTAL AGREEMENT

I have read the Lakeville Liquors Emporium Room Use Policies and Rental Information. My use of the Lakeville Liquors Emporium Room is voluntary. I acknowledge that use of the Lakeville Liquors Emporium Room is NOT an ESSENTIAL service provided by the City. I agree to abide by all policies and will require participants of this activity to do so also. I will personally be in attendance throughout the time frame requested and/or while participants of this activity are in the building.

HOLD HARMLESS AGREEMENT

I understand that my use of the Lakeville Liquors Emporium Room is voluntary and that I am using it for my benefit only. I agree that my use of the Lakeville Liquors Emporium Room facility is undertaken at my own risk and that the City of Lakeville, its officers, employees, agents and contractors will not be liable for any claims, injuries or damages of whatever nature incurred by me or members of my organization, or guests of my event due to the negligence of members of my organization, guests of my event or the negligence of third parties. On behalf of myself and the organization that I represent, I expressly forever release and discharge, the City of Lakeville, its officers, agents, employees and contractors from any and all such claims, injuries or damages. I also agree to defend, indemnify and hold harmless the City of Lakeville, its officers, agents, employees and contractors from any claims, injuries or damages of whatever nature arising out of or connected with my use of the Lakeville Liquors Emporium Room. I also agree to reimburse the City of Lakeville for any damage, breakage, maintenance, theft of equipment beyond the damage deposit figure if so warranted.

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User Signature	Date