

HEART RIVER RETREAT - WAIVER

DISCLAIMER: By reserving this facility, I agree to abide by all items listed below pertaining to the use of this facility. I understand that Dickinson Parks and Recreation does not carry insurance for participants renting or reserving facilities. By completing this reservation, I acknowledge and agree to follow the [Park District Code of Conduct](#). Violation of the Code may result in removal from programs or facilities.

REFUND POLICY: 0-14 Days Notice - No Refund | 15-30 Days Notice - 50% Refund | 31+ Days Notice - Full Refund / Total payment required at the time of booking.

EQUIPMENT AVAILABLE: Vacuum and cleaning supplies / 13 - 8 ft. tables and 2 - 6 ft. tables / 100 chairs (Capacity: 100) / Large counter-prep-bar area; 47 cu. ft. cooler; microwave; triple sink; 50" cable TV + USB, HDMI capabilities; Cleaning supplies located in table/chair storage room.

WI-FI PASSWORD: dickinsonprd1 (password also located on bottom left corner of TV).

ALCOHOL: Tenant may bring in alcohol for consumption (LEGAL AGE OF 21) if it is NOT BEING SOLD! Any sales of alcohol requires all necessary STARK COUNTY PERMITS (must submit copy to DPRD), licensing and compliance with all laws, rules, regulations and ordinances associated with the permits/licensing. ALCOHOL PERMIT (if applicable): The applicant applies for a GROUP PERMIT for alcoholic beverages. Such permit shall be used in compliance with the laws of the State of North Dakota and all ordinances of STARK COUNTY. Such alcoholic beverages shall be consumed at the area indicated in this Permit. The Board of Park Commissioners retain the authority to revoke any Permit at any time. Sales of alcohol requires a \$50/day fee payable to Dickinson Parks and Recreation in addition to any Stark County permit fees.

-- This event is NOT a social event open to the public. This is a private event (business event with DPRD approval - see [Business Vendor Permit and Application](#)). Tenant is NOT charging admission or taking "free will donation" of any type for this event.

-- Tenant may bring in their own food, have food delivered to the facility, or have the event catered. Deliveries and pickups, if any, must be scheduled during your rental hours. Items may not be stored prior to or following your rental hours.

-- Tenant agrees that all coolers and food serving stations or tables remain on designated laminate flooring areas at all times.

-- Smoking is PROHIBITED inside the facility. Outside minimum distance is 20 ft. from door.

-- Entrance door to facility must be kept closed during event. (Allen wrench provided to unlocked door)

-- Attaching decorations or objects to the wall or ceiling is prohibited (including pinatas).

-- Dances are not permitted at this facility. Portable dance floors are prohibited. Weddings must have prior written approval from DPRD.

-- Pets are prohibited, with the exception of service animals.

-- Bounce houses, tents, or any play structures are not allowed inside this facility. Outside usage must have prior written approval from DPRD.

-- Tenant agrees to vacate facility by end time of reservation (subject to trespass charges if not in compliance).

-- ANY DAMAGE to facility and grounds will be repaired at the expense of the Tenant. This includes professional carpet cleaning expense if result of Tenant's actions require immediate carpet care to make facility presentable for next Tenant's use (Negligent actions above and beyond normal wear).

-- Tenant will indemnify and hold Dickinson Parks and Recreation harmless from and against all loss, cost, expense and liability whatsoever resulting or occurring by reason of Tenant's use or occupancy of the premises.

By [RSVENDDT] at [RSVENDTM] tenant agrees to have facility cleaned and user-ready for the next user group in adherence to the following:

-- All garbage must be taken to dumpster in parking lot -- take garbage cans to outside entrance before removing bag to avoid leakage.

-- Wipe clean all tables, chairs and counters. Stack tables and chairs as per photo diagram located on wall.

-- Vacuum all carpeting, wet mop floors -- kitchen area, front door entrance, bathrooms.

NOTE: Dickinson Parks and Recreation may terminate the rental contract at any time at its own discretion, and shall not be held liable for such termination or cancellation because of unforeseen circumstances except for the return of any deposit made by the Tenant.