

**LAKE OF THE WOODS COUNTY
APPLICATION & PERMIT FOR USE OF COUNTY PARK**

Applicants Name: _____

Address: _____

Telephone Number: _____

Park Requested: Boy Scout (____) Eagle Landing (____) Clementson Park (____)

Activities to be conducted at the park: _____

Date requested for use of the park: _____

Time requested for use of the park: _____

Special conditions requested: _____

By signing the following agreement, you are acknowledging that you have read and will follow the following special conditions: Alcoholic beverages will be allowed, provided all laws pertaining to the possession, consumption, and distribution thereof are adhered to and the park is left in a clean and orderly condition, free of all cans, bottles, and other debris. This permit is issued with the understanding that the persons and/or organizations receiving the permit are solely responsible for the conduct of the persons attending the function.

Over flow parking will be limited to the North side of County Road No 4 at the County Boy Scout Park.

Any problems will be reported to the Lake of the Woods County Sheriff's Department at 218-634-1143 or 911.

Unless otherwise noted above, all rules and regulations promulgated by Lake of the Woods County Park Board shall remain in full force and effect for the duration of this permit.

Signature of Applicant: _____

Date: _____

Approved By: _____

Date: _____

Anthony PirkI
Lake of the Woods County Public Works Director

Term of Use

This use Agreement will be valid for the following date(s):

Liability

The use of the Premises and the adjacent grounds shall be entirely at User's risk.

Indemnification

The User shall agree to defend, indemnify, and hold Lake of the Woods County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of any act or omission on the part of the User or its guests, invitees or any and all other attendees in the use of the Premises by the User or its guests, invitees or any and all other attendees.

General Liability Insurance

The User shall procure and maintain risk coverage that will protect it from claims set forth above which may arise out of or result from its use of the Premises under this Agreement, whether such use be by the User or its guests, invitees and any and all other attendees or by anyone for whose acts the User may be liable. All policies shall remain in force and effect through the end of the use of the Premises.

A certificate of general liability insurance covering the use and location of the Premises shall be submitted to the County prior to use. A minimum of \$250,000 general liability insurance coverage shall be required. The County reserves the right to require more than \$250,000 of general liability coverage at any time or for any use.

Liquor Liability

As and part of the liability, indemnification and insurance requirements herein, User shall be required to comply with all local, state and federal liquor laws and regulations including but not limited to requirements that the User be insured against any and all liquor liability risks.

The User may serve alcohol on the Premises but no person, including the User, may directly or indirectly, on any pretense or by any device sell, barter, keep for sale, charge for possession or otherwise dispose of alcohol beverages as part of a commercial transaction except as described in the paragraph below. A User serving alcohol under this paragraph shall be required to provide a certificate of liquor liability insurance coverage to the County prior to use of the Premises. A minimum of \$1,500,000 of liquor liability coverage shall be required.

No alcohol may be sold on the Premises except for alcohol that is sold or furnished on the Premises by a vendor with the appropriate license and insurance to sell alcohol on the Premises. If alcohol is sold on the Premises, the licensed vendor serving the alcohol must have a minimum of \$1,500,000 of liquor liability insurance. 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 to the County prior to the date upon which the User intends to use the Premises. The County shall bear no liability for injury arising out of the sale or consumption of alcohol on the Premises.

Authorization Permit

After required proofs of insurance(s) and liquor license have been received by the County, User will be given an authorization permit which must be posted during the event.