



2600 Double Eagle Lane, Woodbury, MN 55129
Inquires & Booking (651) 714-3586
jennifer.anderson@woodburymn.gov

Eagle Valley Golf Course Banquet Room Use Agreement

This Banquet Room Use Agreement (the “Agreement”) is made between the City of Woodbury, Minnesota (the “City”) and _____ (the “User”), (collectively, the “Parties”).

WHEREAS, the City owns a Banquet Room at Eagle Valley Golf Course that it rents out to individuals, groups, or businesses; and

WHEREAS, the User has submitted a Banquet Room Application (the “Application”) to the City to use the Banquet Room for: _____ (the “Event”); and

WHEREAS, the User’s Application has been approved by the City; and

WHEREAS, the City has adopted the Eagle Valley Golf Course Rules and Regulations (the “Rules and Regulations”) which are attached to this Agreement and incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the Parties agree as follows:

1. **Banquet Room.** The City rents its Banquet Room to the User. This Agreement does not include use of the kitchen. Offices, private areas or patio of the facility may not be used.
2. **Term.** User shall be entitled to use the Banquet Room from _____ [AM/PM] on _____, 20____ until _____ [AM/PM] on _____, 20____. This time period includes the time necessary for set up and clean up.
3. **Fee.** User agrees to pay the City the sum of \$ _____ for using the Banquet Room. The User agrees to pay the City an additional \$ _____ for each hour or fraction of an hour the User is in the Banquet Room past the stated ending time of the use in Section 2. For Weekday rentals, the fee is due in full at the time of application. For weekend use, an initial deposit of \$250 is due at the time of application, with the balance of the fee due prior to the date of the Event. If the Event is cancelled, the fee will be returned or kept pursuant to the Rules and Regulations.
4. **Security Deposit.** A damage deposit of \$500 is due at least two (2) weeks prior to the date of the Event. The security deposit will be returned or kept pursuant to the Rules and Regulations.
5. **Food.** The City [does] [does not] authorize food to be served at the Event as described in the Application. All food service must be compliant with the Rules and Regulations.
6. **Alcohol.** Alcohol [will] [will not] be served at the Event. If alcohol will be served, User agrees to comply with all requirements detailed in the Rules and Regulations.
7. **Entertainment.** The City [does] [does not] authorize entertainment to be provided as described in the Application.
8. **Insurance.** The User [is] [is not] required to obtain liability insurance for the Event. If insurance is required, User agrees to comply with all insurance requirements detailed in the Rules and Regulations. The User agree to provide a certificate of insurance to the City showing the required coverage at least seven (7) days prior to the Event and naming the City as an Additional Insured.



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9. **Property Damage/Missing Items.** The User agrees to pay the City for any physical damage to the Community Center or its contents during the Event. The User also agrees to replace or pay the cost of replacement for any missing items.
10. **Indemnification.** The User shall defend, indemnify, and hold harmless the City and its officials, employees, and agents from any liabilities, judgments, losses, costs or charges (including attorneys' fees) incurred by the City or any of its officials, employees, or agents as a result of any claim, demand, action, or suit relating to any bodily injury (including death), loss, or property damage caused by, arising out of, related to, or associated with the use of the Banquet Room by the User or by the User's guests or invitees, except to the extent caused by the sole negligence, gross negligence, or willful misconduct of the City or its officers, employees, or agents.
11. **Waiver and Assumption of Risk.** The User knows, understands, and acknowledges the risks and hazards associated with using the Banquet Room and hereby assumes any and all risks and hazards associated therewith. User hereby irrevocably waives any and all claims against the City or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the User as a result of using the Banquet Room and hereby irrevocably releases and discharges the City and any of its officials, employees or agents from any and all claims of liability.
12. **Rules and Regulations.** The User certifies that they have read the attached Rules and Regulations and agree to be bound by the Rules and Regulations. The User shall be responsible for ensuring compliance with the Rules and Regulations by the User's guests or invitees.
13. **General Provisions.**
 - a. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
 - b. **Amendments.** Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
 - c. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state of Minnesota.
 - d. **Captions.** Section headings contained in this Agreement are included for convenience only and form no part of the Agreement between the Parties.
 - e. **Waiver.** The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
 - f. **Savings Clause.** If a court finds any portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the Parties caused this Agreement to be approved on the dates below. By signing this agreement, I declare that I have read, understand, and agree to all of the terms and conditions of this Agreement. This agreement is not valid until approved and signed by Eagle Valley Golf Course Management and valid payment has been received.

User Signature _____ **Date** _____

EVGC Signature _____ **Date** _____



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Eagle Valley Golf Course Rules and Regulations
Eagle Valley Golf Course enforces the following rules and regulations with respect to private rentals. Please read them carefully.

1. RENTAL FEES/CANCELLATION REQUESTS

- Rentals between the hours of 8:00 a.m.-4:00 p.m. require a signed Banquet Room Application/Agreement and payment in full to secure a reservation.
- A fee of \$100 may apply to events serving food.
- Friday & Saturday rentals between the hours of 4:00 p.m.-midnight require a signed Banquet Room Application/Agreement and a non-refundable deposit of \$250 to secure a reservation.
- Requests received 45 days or more prior to the rental date will be eligible for a refund, minus a 15% administrative fee. Cancellations made less than 45 days prior to the date of the reservation will result in no refund.

Initials _____

2. SECURITY DEPOSIT

- A security deposit of \$500 is due at least two (2) weeks prior to the event for full facility events. The security deposit is due at the time of booking for hourly rentals.
- The City of Woodbury reserves the right to keep the Renter's security deposit for item replacement, facility repair, extensive cleaning, non-compliance with rules and regulations or other issues deemed reasonable by City of Woodbury staff or for any reason outlined in this agreement.
- The City of Woodbury may collect from the Renter for any amount exceeding the security deposit if applicable.
- The Renter is responsible for the actions of all guests and hired vendors.

Initials _____

3. CATERING REQUIREMENTS

- Absolutely **NO** home cooked food is allowed on premises.
- All food must be provided through a licensed establishment. This may include a caterer licensed in Minnesota, local restaurant or grocery store.
- All catered food must arrive fully prepared to be served in the banquet room. **NO** kitchen access is provided.
- A copy of the establishment license and certificate of insurance must be provided two (2) weeks prior to event.
- Eagle Valley shall not be responsible for any services provided by an outside caterer.

Initials _____

4. ALCOHOL/BEVERAGE REQUIREMENTS

- **ABSOLUTELY NO OUTSIDE ALCOHOL IS PERMITTED. Any outside alcohol will be removed by staff and not returned.**
- All alcohol must be provided and served through Eagle Valley Golf Course. Renter must contact Eagle Valley within two (2) weeks of signing application.
- Food must be served at the event for alcohol to be served.
- All non-alcoholic beverages must be provided through Eagle Valley Golf Course. Renter must contact Eagle Valley within 2 weeks of signing application.

Initials _____



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5. BANQUET ROOM REGULATIONS

- **The maximum capacity of the banquet room is 144 guests.**
- Renter understands that Eagle Valley Golf Course may be open to the public during the rental period and that the Renter only has exclusive access to the banquet room.
- All people attending any event at Eagle Valley Golf Course shall abide by the City of Woodbury facilities policies and occupancy limits.
- At their discretion, City of Woodbury staff, authorized representatives or a Public Safety Officer may order removal of any offender and revoke the facility permit immediately and order all persons from the premises.
- All AV/Technology requests (Clickshare, microphones, etc.) must be submitted at the time of the initial reservation. (Additional fees apply for technology)

Initials _____

6. DECORATIONS

- Any decorations/table settings must be installed and removed within the rental period. Renter will not have access to the room before the rental period.
- **NO** nails, tacks, staples, tape, adhesives or 3M Command Strips are allowed on the walls, wood, window trim, ceilings or glass windows.
- No open flames are allowed unless pre-authorized by the City of Woodbury.
- No confetti, streamers, glitter or silly string are allowed.
- Use of prohibited decorations will result in the loss of the Renter’s damage deposit.

Initials _____

7. GROUP CONDUCT POLICY

- The Renter shall be solely responsible for supervising the conduct of members of its group.
- Children must be directly supervised by an adult (18 years & older).
- Eagle Valley staff will immediately notify the event contact of any incident. It is the responsibility of the event contact to remedy the situation.
- If after notification, the situation is not remedied, Eagle Valley staff reserve the right to end the event and ask the entire group to leave the premises.

Initials _____

By signing, Renter affirms that they have read the Agreement and agrees to the terms of the Eagle Valley Golf Course banquet room rental. This agreement is not valid until approved and signed by Eagle Valley Golf Course Management and valid payment has been received.

Renter Signature: _____ **Date:** _____

Name: _____ **Date of Birth:** _____

Address: _____

Email: _____ **Phone:** _____

Event Date: _____ **Start Time:** _____ **End Time:** _____

Are you planning to have alcohol? _____ **Estimated # of Guests:** _____