



Paradise Commons Sun Room Facility Agreement

8170 Paradise Lane | Waconia, MN 55387

Paradise Commons at Lake Waconia Regional Park was constructed in 2023 as a new public park facility for use as a formal or informal reservation site and as a gathering place for park users. It offers outdoor pavilion seating, an indoor event room available for reservation, public restrooms and changing rooms, a hub for equipment and game rentals, and a parks information office.

Reservable Space

- Sun Room
 - Indoors: 40' x 40' room
 - Capacity: 80 (no exceptions)
 - Tables & Chairs (indoor use only)
 - (4) 8' x 30" Rectangular Tables (seats 8)
 - (2) 6' x 30" Rectangular Tables (seats 6)
 - (6) 5' Round Tables (seats 8)
 - (80) Chairs
 - (3) 1 Highchair / 2 Boosters
 - Access to the Water's Edge Shelter with 8 tables (approx. 64 seats)
 - Access to rock-surfaced outdoor area
 - Access to outdoor green space
 - Picture windows showing beautiful Lake Waconia & Coney Island
 - Service road for unloading or food truck parking
 - Access to private indoor restrooms & personal care room
 - Serving kitchen (fridge/freezer, microwave, commercial coffee makers, sink)
 - Serving window and counter
 - A/V equipment (podium, projector, 13' screen, speakers, microphones, video conferencing, hearing impaired access)
 - The renter is responsible to bring any needed devices
 - Coat racks
 - Air Conditioning / Heating
 - Wi-Fi

Reservation Fees

2024 Fee	Option	Days	Hours
\$800.00	Specialty Event	All days	6 hours max
\$600.00	Standard Event - Weekend	Friday – Sunday & Holidays	6 hours max
\$500.00	Standard Event – Weekend Off Season	Friday – Sunday & Holidays November – March	6 hours max
\$400.00	Standard Event - Weekday	Monday – Thursday	6 hours max
\$300.00	Standard Event – Weekday Off Season	Monday – Thursday November – March	6 hours max
\$150.00	Business Event	Monday – Thursday 9am – 4pm	3 hours max
\$150.00	Nonprofit Event	Monday – Thursday 9am – 6pm	3 hours max
Additional Fees			
\$300.00	Damage Deposit (Refundable)		
\$40.00	Hourly Maintenance Fee for Damages or Excessive Cleaning		
\$100.00	Outdoor Firepit with 3 bundles of wood		
\$40.00	Additional fee per hour beyond base		
\$8.00	Reservation Fee (Non-refundable)		
\$x.00	Modification Fee (See schedule below)		
\$108.00	Special Use Permit – Tier 1		
\$208.00	Special Use Permit – Tier 2		

Reservation Guidelines

- A reservation is required for facility use.
- A **Specialty Event** includes at least 3 of the following: Large Tent, Bartending Service, Vendor, Caterer, Entertainment, Booth/Admission Fee, Item Sales, etc.
- A **Business Event** is typically a short duration meeting with no vendors, caterers, etc.
- **Nonprofit** groups are organized groups such as churches, schools, scouts, etc. Documentation will be requested to verify status.
- Reservation hours are **9:00am - 10:00pm**. Events must begin and end at the times requested. Be sure to include set up and tear down in your event times. Everyone must vacate the park by 10pm. Please note the gate leading into the park locks at 10pm.
- Payment in full at the time of reservation is required prior to a reservation being confirmed. If changes are made to your event after the initial payment, additional charges may apply.
- Facility showings can be accommodated via appointment or during office hours. It is required to visit the facility prior to your reservation. Vendors may also want a tour.
- Reservations may be requested up to 12 months in advance, with at least 21 days' notice.
 - Reservations made in the year prior to the event date are subject to possible rate changes per the County fee schedule for that respective year.
- Annual blackout days will occur around the 4th of July, Christmas, and on all Carver

County recognized holidays. Inquiries within these dates may be made with Parks Staff.

- The facility may not be used for overnight events.
- The damage deposit will be returned to the renter after the rental has occurred and assessment of the facility has been performed by Parks staff. Excessive cleaning or damages will result in additional charges.
 - The liability of the renter shall not be limited to the amount of the damage deposit and shall extend to any damage or cleaning costs incurred as a result of the acts of any guests of the event sponsored by the renter.
 - Ex: Tables/chairs not cleaned and put away, furniture/wall damages, unemptied trash bins, decorations left behind, etc.
- The renter will be charged for any time over the stated time on the reservation. These fees will be deducted from the damage deposit refund.
- No pets are allowed into the facility, except for service animals with County permission.
- If assembling a large tent, work with Park Staff to determine a proper location. A 'Temporary Structure Permit' may be required by the City of Waconia.
- The renter does not have exclusive use of the park/facility.
- Music is allowed during a rental and must be family friendly. Live bands must provide their own amplification sources. The outdoor speakers may not be used when temperatures are below freezing.
- Smoking or cannabis use is not allowed in or within 25 feet of the building.
- The renter is responsible for coordination of any/all required items (insurance documents, licenses, payments, service agreements etc.) involved with their event. County staff will not be working with vendors/service providers directly, but will work with the renter to resolve items.
- Carver County staff shall have complete authority over the facility, all equipment, participants, and activities, including the authority to request changes or cessation of activities. The contracted renter must be present during the entire rental period and must be available for questions, comments, and concerns from staff.
- No illegal drugs, firearms, explosives/fireworks, or weapons will be permitted on the premises.
- Children must be directly supervised by an adult 18 years or older.

Cancellations / Modifications

- Any changes to the time frame of your reservation must be made at least 21 days prior to the event date.
- Any renter requested modifications (date changes) will incur a partial rental charge:
 - Modifications made 9+ months prior to event: 0% charge
 - Modifications made 6-9 months prior to event: 25% charge
 - Modifications made 3-6 months prior to event: 50% charge
 - Modifications made 1-3 months prior to event: 75% charge
 - Modifications made 30 or fewer days prior to event: 100% charge
- Any renter requested cancellations will follow the Department cancellation & refund schedule as it pertains to this facility. Cancellations must be requested in writing.
 - Cancellations made 9+ months prior to event: 100% refund
 - Cancellations made 6-9 months prior to event: 75% refund
 - Cancellations made 3-6 months prior to event: 50% refund

- Cancellations made 1-3 months prior to event: 25% refund
- Cancellations made 30 or fewer days prior to event: No refund issued
- Cancellations/Modifications are not allowed due to inclement weather.
- Under certain conditions, the County may be forced to cancel a rental. Possible reasons may include, but are not limited to, a declared state of emergency, unsafe environmental or health conditions, or interrupted utility services. In such an event, the renter agrees that the County shall not have responsibility for anything the renter may incur due to a cancellation. The County will attempt to notify the renter as soon as possible if a cancellation occurs. All fees paid to the County by the renter shall be refunded to the renter if the reservation is cancelled by the County for any of the above reasons.

Food, Alcohol, & Vendor Requirements

- Renters, not Parks Department Staff, are required to complete all coordination steps with any outside vendors. County staff must review and grant approval on all documents.
- Beer and wine are allowed. Glass containers and containers of large volume (ex. kegs) are not allowed in accordance with Park Ordinance.
- Reservations involving hard alcohol require a bar service/vendor.
 - Bartenders must be provided through a bartending service provider
 - Bar services must end 30 minutes prior to the event end time
- Reservations that involve a bar service are required to meet the County requirements for Liquor Liability. (see guidelines below)
- Some reservations may require event security at the renter's expense.
- All vendors entering County property must provide a Certificate of Insurance meeting the County's requirements.
 - General Liability (any outside vendor/service provider)
 - Liquor Liability (bartending services)
- All food vendors must also provide their State/City issued Food License.
- Food trucks are allowed, with meeting the above criterion, and may require a permit from the City of Waconia. Loud noise from food trucks is not allowed after 9pm.
 - Food truck location(s) will be determined and described to the renter by Parks Department Staff
- All food vendors/caterers are responsible for:
 - Providing a Certificate of Insurance and Food License to the renter
 - Preparing all food items within their own premises
 - Removing all non-disposable items that are brought into the facility
 - Emptying all trash bins from the kitchen area and placing bags into dumpsters
 - Cleaning of counters, emptying fridge, removing all leftovers & supplies

Liability Insurance Requirements

- All vendors used for a facility reservation end entering County property must meet the County's standard general liability insurance levels. (see below)
- If General Liability insurance levels are less than the required limits, an Excess or Umbrella Policy would be required to make up for the shortfall.
- The Certificate of Insurance must list Carver County as an Additional Insured for any/all dates where service provider is on County property. If Umbrella and/or Excess coverage is carried on the policy, the Certificate of Insurance must indicate Carver County as an Additional Insured and it must state that the "umbrella/excess coverage follows form."
- The Certificate Holder must be listed as: Carver County; 11360 Highway 212 West, Suite 2; Cologne, MN 55322.
- All documents must be approved by Parks Staff at least 30 days prior to the event. Please allow ample time to request these documents.
- **General Liability** Insurance limit requirements are:
 - \$3,000,000 Aggregate
 - \$3,000,000 Products and Completed Operations Aggregate
 - \$1,500,000 Personal Injury and Advertising Injury
 - \$1,500,000 Each Occurrence
 - \$100,000 Fire Damage Limit
 - \$5,000 Medical Expense
- **Liquor Liability** Insurance limit requirements are:
 - \$3,000,000 General Aggregate
 - \$1,500,000 Each Occurrence
- If a provider does not carry these limits, please ask them to provide a quote to obtain them.

Event Day Renter Responsibilities (Specialty Events will have more assistance from Park Staff)

- Check in with Attendant
- Decorate without using nails, staples, tacks, glass items, lit candles, confetti, bird seed, rice, etc. Only painter's tape may be used. Decorations may only be put up in the Sun Room or Water's Edge Shelter. No items may hang from the ceiling. 1 table may be set up by each interior doorway.
- Set up tables & chairs
- Place all trash & recycling in proper containers (liquids should be poured into the sink)
- Remove all trash bags from containers at the end of the event and place them in dumpsters
- Remove all personal items & decorations
- Clean counters, tables, & chairs
- Stack chairs & tables and return them to the storage room in their proper places
- Sweep/vacuum the Sun Room & kitchen
- Check out with Attendant and notify them of any damages/spills
- Vacate the building and Park no later than 10pm

Event Day Carver County Attendant Responsibilities

- Grant access to facility at the start time of the reservation
- Assist with table arrangements
- Assist with using A/V equipment
- Start and extinguish the fire ring if used
- Assist with removal of trash/recycling bags
- Keep entry & sidewalks clear of debris and snow
- Replenish janitorial supplies as needed
- Monitor security cameras
- Answer general park and facility questions
- Ensure bar services end 30 minutes prior to the event end time
- Ensure the renter properly cleans and vacates the facility after a reservation

Notice of Responsibility/Liability

All claims that arise or may arise against the "Renter", its agents, servants, or employees because of any act or omission on the part of the "Renter" or its agents, servants or employees while engaged in the performance of the reservation shall in no way be the obligation or responsibility of the County. The "Renter" agrees it will defend, indemnify, and hold harmless the County, its officers, and employees against any and all liability, loss, costs, damages, consequential damages, expenses, claims or action including attorney fees which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the "Renter" acts, omissions, performance or failure to adequately perform its obligations pursuant to this reservation.

The County is not responsible for the conduct of persons participating in events held at the facility. It is your responsibility to see to it that all participants use the facility in a safe and reasonable manner and obey all laws and ordinances.

The County's liability shall be governed by Minnesota Statute § 466 and other related statutes, rules and regulations. Moreover, the County is not responsible for the conduct of any persons or businesses hired by the renter to work at the event, including, but not limited to, food caterers, decorators, and/or entertainers hired to service the event. The renter shall take complete legal responsibility for the conduct of its group or others present during the rental period and agree to compensate the County for all damages to the facility, equipment, or other property owned by the County incurred during the rental period. Furthermore, the renter assumes all liability for any personal injuries, including death, caused at the scheduled event.

I hereby grant Carver County Parks and to its employees / agents and assigns the right to photograph guests and use the photo and or other digital reproduction of the guests or other reproduction of the guest's physical likeness for publication processes, whether electronic, print, digital, or electronic publishing via the Internet.

I would like to opt out of the photo acknowledgement.

Reservation Holder

Date

Carver County Representative

Date