**Dykshoorn Park Rental Agreement**

**Facilitated by the Mandan Progress Organization**

This document is intended to supplement your knowledge of the general rules and regulations for renting or running events at Dykshoorn Park managed spaces. It is not possible to have rules and regulations in place for all unforeseen or special circumstances. In the event that a rule or policy is not covered in this document, the Mandan Progress Organization will retain the right to make a final determination at the time of need.

**Park Location:** Dykshoorn Park 511 West Main St. Mandan, North Dakota Located between Morton Mandan Public Library and Mandan Depot (AKA Signature Events)

**1. Daily Rental Rates**

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| **Event Type** | **Rental Fee (Per Day)** |
| Private Park Events – Full Day | $5,000.00 |
| Public Ticketed Events – Full Day | $4,500.00 |
| Public Free Events – Day | $1,500.00 |
| Vendor Fee | $50 per vendor |
| Non-Private Dykshoorn Park Rental (Under 150 people) | $100 Per HR up to 5 hrs. |
| Non-Private Dykshoorn Park Rental (Over 150 people) | $250 Per HR up to 5 hrs. |
| Non-Private Heritage Park Rental (Up to 100 people) | $75 Per HR up to 5 hrs. |

*Fees do not include additional costs such as security deposits, utilities, or clean-up services.* *20% non-refundable deposit required upon reservation.* 10% cancellation fee if canceled within 30 days of the event

**2. Included Services**

The Mandan Progress Organization (MPO) will cover the following costs and services:

* **Utilities:** Electrical, water, and gray water collection.
* **Garbage Services:** Provision of garbage totes and replacement tote liners. Event organizers are responsible for emptying the totes during the event.
* **Picnic Tables:** Arrangement with the City of Mandan to provide picnic tables if required.
* **Gray Water Disposal:** MPO will provide gray water barrels for food vendors.

**3. Public Restroom Facilities**

* Public bathrooms are available during Morton Mandan Public Library hours in the library breezeway.
* Advanced special arrangements can be made to extend restroom availability beyond regular library hours.
* **For events with an expected attendance exceeding 500 people, additional portable restrooms are required at the event organizer's expense.**

**4. Rental Inclusions**

* Access to the full park space and parking lot behind Dykshoorn Park.
* Access and use of the Bandshell concert stage.
* Rental period is from 8:00 AM to 10:00 PM; the park closes at 11:00 PM.

**5. Deposit and Cancellation**

* **Non-Refundable Deposit:** 20% of total fee
* **Cancellation Fee:** 10% of total fee

**6. Special Event Requirements**

**Other Requirements**

Each event is unique and may require special permission from the Mandan Police Department, City of Mandan Commission, Mandan Fire Department, and Western Plains Health. These are separate entities from the Mandan Progress Organization and need to be contacted individually for special requests.

The Mandan Progress Organization may require Applicants to provide additional portable toilets for the Applicant’s Special Event at the Applicant’s expense. The Applicant is required to coordinate this through MPO staff for any of our facilities regarding the reserving, payment, location, delivery, and pick-up of the toilets. The pricing schedule is available on the rental agreement.

**Special Event Fees**

All special events, for-profit and non-profit alike, are required to pay all fees associated with putting on a special event, including expenses related to set up, utilities, and clean-up of the event. 20% non-refundable deposit will be required when your reservation is confirmed. The Mandan Progress Organization does not and cannot honor requests of waived fees for any portion of your event costs.

No individual, group, or organization shall be granted permission to hold an event in an MPO managed space if there is any unpaid balance from a previous event.

Cancellation of any event, for any reason, 10% cancellation fee if canceled within 30 days of the event and additional charges for actual services, labor, and materials provided will be assessed.

The fees included in this Rental Policy Form are intended to assist with your budget planning. The MPO staff will determine the complete and true fees for your particular event.

Additional usage fees will be determined upon completion of the Rental Agreement, including, but not limited to, utility fees, damage/security deposit, etc. Applicants must have paid all fees in full, submit a Certificate of Insurance, provide all other permits or licenses required by law or ordinance, and provide all other information required for the event contract. Applicants will not be allowed to set up if fees, licensing, and/or insurance requirements are not submitted as required.

Percentage-based fees are due paid in full no later than 7 business days after the event. Unpaid fees, for any reason, may result in forfeit of security deposit and the individual, group, or organization will not be allowed to reserve a facility until paid in full.

**Applicant Contracted Vendors**

Sales Tax

Each Applicant/Vendor is responsible for collecting North Dakota Sales Tax on all taxable sales made. Applicant/Vendors may find forms and information can be requested at 1-701-328-3470 or http://www.nd.gov/tax/salesanduse/forms/. Following the event, the applicant is responsible for submitting all vendor names, as required, to the State of ND Tax Commissioner.

PLEASE NOTE: Promoters of special events that have ten or more vendors participating at an event are required to provide the Tax Commissioner’s Office with a list of all vendors that are making sales, providing displays, or otherwise engaging in promotional activities at the special event. The vendor list is to be provided within twenty days of the event. Special events are defined as entertainment, amusement, recreation, or marketing event that occurs at a single location on a recurring or irregular basis. Examples of special events are: auto shows, boat shows, gun shows, sport shows, craft shows, flea markets, carnivals, bazaars, arts and craft shows, and trade shows. Special events do not include events that are organized for the exclusive benefit of a nonprofit organization and all of the net proceeds from the event sales go to the benefit of nonprofit organizations. Mandan Progress Organization will NOT submit the required list to the Tax Commissioner’s Office.

**Applicant Contracted Vendors**

Vendors may sell at a special event if they have permission from the Applicant. The Applicant may choose to charge a Vendor for participating in an event. If Vendors are part of a special event, the specific Vendor may be asked to provide Mandan Progress Organization with additional fees, certificates of insurance, or additional permits. The Mandan Progress Organization may request the Applicant to assist with distribution and collection of contracts, fees, insurance certificates, etc., to facilitate the process.

**Consumption Permit for Beer or Alcohol**

All alcohol provided at an event must be served by a City of Mandan Class A License hodler

**Insurance Requirements**

Any Special Event that invites and/or is open to the general public will require submittal of a certificate of liability insurance. The certificate must include a minimum of \$1,000,000 general liability coverage and name the Mandan Progress Organization and the City of Mandan as additional insured. This is the minimum requirement for events. The Mandan Progress Organization reserves the right to require more insurance based on the size and type of events scheduled. The certificate copy must be submitted at least 14 days before the event.

**Mitigation of Impact**

Event organizers must develop mitigating measures to accommodate the impact their event may have on the surrounding neighborhood. Organizers may need to notify facility users and neighbors of the event date and any alternate route or parking impacts at least 14 days prior to the event.

**Amplified Sound**

Neither Applicant nor any Vendor shall play, cause or allow noise or music to be made on any MPO managed property that would cause a public inconvenience. Mandan Progress Organization, in its sole discretion, may curtail or prohibit such noise or music. Failure of the Applicant/Vendor to comply with Mandan Progress Organization instructions may result in immediate cancellation of the event contract or vendor permit. As a general guideline, the noise level 100 feet from the source should not be greater than 60 decibels, which is the volume of a normal conversation. Any event requesting to bring sound amplification will need to receive permission from Mandan Progress Organization in advance.

Permitted special events may amplify sound for concerts, speakers, and other needs within city ordinance restrictions for decibel levels until 10:00 PM. Special arrangements on a case-by-case basis may be considered in conjunction with city ordinances and shall be rare in nature.

**General Policies**

* No illegal drugs or weapons are allowed.
* No glass containers, kegs, fireworks, dunk tanks, bonfires, smoking in prohibited areas, silly string, or water balloons.
* Mandan Progress Organization staff has the authority to shut down any conduct deemed detrimental.
* Vendors must adhere to site or event hours as stated in the contract.
* All vendors operating in the park must be listed and approved by the Mandan Progress Organization.

**Facility Hours**

Mandan Progress Organization Facilities are available between dawn and dusk unless other arrangements are made. The open use hours are established by the City of Mandan Commission and regulated in accordance with their ordinances or regulations. What this means for your special event is that all set up and clean up of the event must be completed entirely between these hours unless other arrangements are made and approved. Requests for extended hours will require administrative review. Requests can only be made to the Mandan Progress Organization and must be submitted no later than 30 days prior to the reservation date for city approval.

**Event Set-Up and Takedown**

* Organizers are responsible for set-up and takedown arrangements.
* Any damage caused during the event will be the responsibility of the organizer.
* The park must be returned to its original condition post-event.

**Forfeitures and Cancellations**

Applicant must be ready for business within the guidelines of the agreement. The Applicant and its Vendors may not operate on dates/hours not specified in the contract or permit.

Mandan Progress Organization reserves the right to cancel an event due to acts of God, weather, or other unforeseen events. If the event is cancelled by Mandan Progress Organization, full refunds may be given. MPO may revoke an Applicant’s agreement if the Applicant or its Vendors violate this policy or any of the conditions contained in the agreement/permit, including, but not limited to the following: the dates and hours of operations; the types of merchandise, food or service provided; the misuse of property or utilities, violations of the sound ordinance, or the commission of any violation of federal, state, or local laws or regulations relating to the Applicant’s operations. If the violation can be corrected within a reasonable time frame, as determined within the sole discretion of Mandan Progress Organization, the Applicant/Vendor will be given such time to correct the violation. During the cure period, the Applicant/Vendor will suspend operations until the violation is corrected to the reasonable satisfaction of Mandan Progress Organization staff.

Any such violations will result in forfeiture of the Applicant’s security/damage deposits and participation on Mandan Progress Organization property in future events.

These facilities are outdoors. Plan accordingly, no refunds are given due to weather conditions. If a permit is issued within 30 days of an event, and the event is canceled, the permit fee and reservation fees for the facility are not refundable.

**Voluntary Cancellations** If you choose to cancel your reservation at least 30 calendar days in advance of an event, a refund will be issued according to the schedule below, minus any true costs incurred by MPO. Cancellations with less notice will incur fees according to the schedule below.

Refunds for cancellations requested will be issued as follows:

* 30+ days advance cancellation notice: 50% deposit refund
* Less than 30 days advance cancellation notice: no refund will be given

The Applicant will be charged for any actual out-of-pocket costs incurred that are related to the special event.

By signing this form, the event organizer agrees to abide by rules and regulations set in place by the City. The organizer understands and acknowledges fully the risk associated with the event and hereby indemnifies and agrees to hold harmless the City and its affiliates from any liability, with respect to any bodily or other injury, illness, death, or property damage that may result from the organizer’s rental and use of Dykshoorn Park.

By signing below, the event organizer acknowledges and agrees to the terms outlined in this rental agreement.

**Event Organizer Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Event Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Event Date(s):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Expected Attendance:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Contact Information:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_