

Thom Storm Chalet Rental Application

To reserve the Thom Storm Chalet for a private event, please complete this form, review the rental guidelines, and mail the application, deposit, and rental fee to: Chester Bowl, 1801 E. Skyline Parkway, Duluth MN, 55812. Direct questions to Joel Tiburzi, joel@chesterbowl.org, 218-724-9832

Renter Name/ Organization Name: _____

Phone Number: _____ Email: _____

Mailing Address: _____

Rental Date: _____ Rental Time: _____ To: _____

Appx Number of Guests: _____ Event Type (e.g. birthday) _____

Certificate of Insurance & Event Planning

Third Party Events involving races, physical activities, obstacle courses, or involving 100+ participants are required to provide proof of insurance naming Chester Bowl, its directors, officers, employees, and volunteers as "additional insureds" for the event.

Does your event meet the requirements to require insurance? Yes or No

Insurance Policy #: _____ Coverage Amount: _____

Events that require insurance are required to provide Chester Bowl with a Site and Safety Plan with the submission of this application.

Rental Fees

Private Party Rental Rate	\$75/first hour + \$25 for every hour afterwards
Non Profit Rental Rate	\$15/hour

Rental Fee: _____ Deposit Fee: _____

All rental fees must be paid in full via cash or check in order to reserve the rental date and time.

Applications received without payment will not be reserved. Checks must be payable to Chester Bowl.

Security Deposits

Alcohol Free Security Deposit	\$100
Event with Alcohol Security Deposit (Renters must have separate alcohol permit)	\$200

A separate check must be submitted in addition to the payment of rental fees to cover the deposit.

This check serves as a security deposit and will be held with the application until a date after the rental. The deposit must be payable to Chester Bowl and must be submitted with the rental application in order to reserve the rental date and time.

Cancellations & Refunds- Hourly rental fees are non-refundable after a rental has been confirmed by Chester Bowl staff. Security deposits will be refunded to renter following a cancellation. Renters may choose a different date with no additional charge. However, this date must work with existing rentals and Chester Bowl programming.

Alcohol Permit- City of Duluth policy requires that no alcoholic beverages shall be distributed, carried on, or consumed on any City properties unless an alcohol consumption permit has been approved. You must apply for an alcohol consumption permit with the City of Duluth Parks & Rec department 30 days prior to your rental. If your event includes the consumption of alcohol, a valid permit must be sent to Chester Bowl within 30 days of your rental. To acquire a permit you can call: (218) 730- 4305 or [follow this link](#).

Renter Responsibilities

Building Access- Renters will be provided two free hours to be used to set up prior the event and to clean up following the event. Additional setup time will be paid for following the rental fee schedule above. If you have quesitons, please contact Joel Tiburzi, joel@chesterbowl.org.

Pre-Rental Walk Through- Prior to renting the space, renters are required to do a walk through with Chester Bowl staff. Keys will be assigned, cleaning responsibilities will be described, and renter & Chester staff will complete the form attached to this rental.

Keys- Renters will be provided one set of keys during the pre-rental walk through. These keys are the responsibility of the renter and the renter will be charged a \$50 fee to replace any lost keys.

Cleaning Responsibilities- Renters are required to complete the following cleaning after their rental.
Failure to do so will result in forfeit of the rental deposit.

- Sweep and then mop the rental space including: upstairs/meeting place, concession stand, stairway, hallways.
- Empty all upstairs garbage & recycling receptacles into the dumpsters located outside the chalet near the deck. After emptying, renters are responsible to replace can liners.
- Clean any spills that may have occurred during the rental. Confetti, spilled soda, candy or any other spills are the responsibility of the renter. Failure to clean spills will result in forfeiture of your deposit.

Building Damage- Any damage to the chalet or items located in the chalet must be reported within 48 hours of the rental. Depending on the extent and/or nature of the damage, renters may forfeit their rental deposit.

I understand and agree to follow the rental responsibilities and that if those responsibilities are not met I will forfeit my deposit to Chester Bowl:

Renter Signature: _____ **Date:** _____

RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

5.1. Release and Waiver of Liability.

IN CONSIDERATION FOR BEING PERMITTED TO USE THE THOM STORM CHALET AND CHESTER BOWL PREMISES, THE RENTER, ON BEHALF OF THEMSELVES, THEIR HEIRS, PERSONAL REPRESENTATIVES, AND ASSIGNS, HEREBY VOLUNTARILY RELEASES, WAIVES, FOREVER DISCHARGES, AND COVENANTS NOT TO SUE Chester Bowl Improvement Club, its directors, officers, employees, agents, and volunteers (hereinafter "CHESTER BOWL") FROM CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY THE RENTER, OR ANY OF THE RENTER'S GUESTS, INVITEES, OR PARTICIPANTS, WHILE IN OR UPON THE CHESTER BOWL PREMISES, CAUSED BY THE NEGLIGENCE OF CHESTER BOWL.

5.2. Assumption of Risk.

The Renter understands and acknowledges that the use of the Thom Storm Chalet and Chester Bowl premises involves inherent risks, dangers, and hazards that may include, but are not limited to: slips, trips, falls, collisions, falling objects, exposure to inclement weather, and the negligence of other persons. THE RENTER VOLUNTARILY ASSUMES FULL RESPONSIBILITY FOR ANY AND ALL SUCH RISKS, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE.

5.3. Indemnification and Hold Harmless.

The Renter agrees to defend, indemnify, and hold harmless the City of Duluth and Chester Bowl Improvement Club, its directors, officers, employees, agents, and volunteers from any and all liens, claims, suits, demands, liability, judgments, costs, damages, and expenses (including reasonable attorneys' fees) which may accrue against or be charged to them arising from or related to the Renter's use or occupancy of the premises. This includes, but is not limited to, any claims occasioned by or caused by the Renter, its members, employees, agents, volunteers, invitees, or tenants, or by reason of the use, operation, or maintenance of the premises by the Renter under this agreement and for Chester Bowl's own negligence. Upon ten (10) days written notice, Renter will appear and defend all claims and lawsuits against the City and/or Chester Bowl Improvement Club.

5.4. No Waiver of Immunities.

Nothing in this agreement shall be construed as a waiver of any immunities under state or federal law by the City of Duluth or Chester Bowl Improvement Club.

5.5. Acknowledgment of Understanding.

THE RENTER HAS READ AND UNDERSTANDS THIS RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT AND SIGNS IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. THIS IS A BINDING LEGAL DOCUMENT.

Renter Signature: _____ **Date:** _____

Print Name: _____

*****BELOW IS FOR OFFICE USE ONLY*****

Rental Check Number: Rental Amount: Date Deposited:
Deposit Check Number: Deposit Amount: Cashed Y/N
Notes:

Certificate of Insurance

If this rental is expecting 100+ participants, involves high risk activities like races, obstacle courses, or other activities that may cause injury they are required to provide a certificate of insurance naming the City of Duluth and Chester Bowl, its directors, officers, employees, and volunteers as "additional insureds" for their event.

Does this event require insurance? Yes or No

******If yes, attach a copy of the Certificate of Insurance to this rental form.******

Pre-Rental Walk Through Checklist

Staff Member: _____ Date: _____
Check off items during walk through and have the renter sign off that they have been presented with this info. A copy of this checklist can be provided to the renter.

- Chalet Key
- Renter provided instruction on which doors the keys will open
 - Renter provided instruction on what doors need to be locked after rental
 - Renter provided instruction about how to return keys
- Renter notified of what space they are allowed to use:
 - Upstairs/ Meeting Space
 - Concession Stand
 - Other:
- Renter Notified of Cleaning Responsibilities
 - Sweeping Floors: Upstairs/Meeting Space, Concession Stand, Stairway, Downstairs Hallway
 - Mopping Floors: Upstairs/Meeting Space, Concession Stand, Stairway, Downstairs Hallway
 - Emptying Trash & Recycling Containers/ Dumpster Locations
 - Replacing Can Liners for Trash & Recycling
 - Cleaning All Spills (includes confetti, soda, any other food)
- Damage Notification
 - Any damage needs to be reported to Chester Bowl Staff within 48 hours of the occurrence. Staff can be reached at joel@chesterbowl.org or (218) 724-9832
- Private Hill Rentals
 - All participants are required to sign a day pass waiver prior to skiing or snowboarding
 - Sledding is prohibited during the event
 - Alcohol and THC products are prohibited during hill use

Renter Signature: _____ Date: _____