



Minnesota Department of Public Safety  
 Alcohol and Gambling Enforcement Division  
 445 Minnesota Street, Suite 222, St. Paul, MN 55101  
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555  
**APPLICATION AND PERMIT FOR A 1 DAY  
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

4G.

Name of organization: Faribault Art Center, Inc dba Paradise Center for the Arts Date organized: 1/7/1965 Tax exempt number:

Address: 321 Central Ave N City: Faribault State: MN Zip Code: 55021

Name of person making application: Kristen Twitchell Business phone: 507-332-7372 Home phone: [REDACTED]

Date(s) of event: August 11, 2018 Type of organization:  Club  Charitable  Religious  Other non-profit

Organization officer's name: Kim Schaufenbuel City: Owatonna State: MN Zip Code: 55060

Organization officer's name: John Sarzora City: Faribault State: MN Zip Code: 55021

Organization officer's name: Nert Johnson City: Faribault State: MN Zip Code: 55021

Organization officer's name: Bethany Danner City: Richfield State: MN Zip Code:

Location where permit will be used. If an outdoor area, describe.  
100, 200, and 300 Blocks on Central Ave, N. downtown Faribault, MN

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.  
N/A

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.  
[REDACTED]

APPROVAL  
 APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license

Date Approved

Fee Amount

Permit Date

Date Fee Paid

City or County E-mail Address

City or County Phone Number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.  
 PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US

## **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

This Hold Harmless and Indemnification Agreement (“Agreement”) is made this 24th day of July, 2018 by and between the City of Faribault, a Minnesota municipal corporation (the “City”) and Faribault Art Center, Inc., a Minnesota non-profit corporation d/b/a Paradise Center for the Arts (“Paradise”).

### **Recitals**

**WHEREAS**, Paradise has requested that the City allow it to dispense intoxicating liquor at the 2018 Blue Collar BBQ Celebration, a community festival being held outdoors on the 100, 200, and 300 blocks of Central Avenue in the downtown area on August 11, 2018 (the “Event”); and

**WHEREAS**, Minnesota Statutes Section 340A.404, subdivision 10 allows the City to issue a temporary liquor license to a nonprofit corporation for the on-sale of intoxicating liquor in connection with a social event within the municipality that is sponsored by the nonprofit corporation; and

**WHEREAS**, pursuant to this statute, the City Council has granted Paradise a temporary on-sale intoxicating liquor license for the Event; and

**WHEREAS**, the City has also agreed to authorize Paradise to dispense on-sale intoxicating liquor within the City right-of-way during the Event, subject to Paradise providing insurance and assuming all liability for its activities associated with the Event and complying with the specific rules applicable to the respective public facilities.

**NOW, THEREFORE**, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

### **AGREEMENT**

1. Paradise agrees to follow all ordinances, rules and regulations of the City of Faribault and the State of Minnesota regarding its use of the identified City property and its sale of intoxicating liquor at the Event.
2. Paradise shall ensure that all intoxicating liquor that it dispenses is dispensed and consumed within area that is designated as a “beer garden” at the Event.
3. Prior to the Event, Paradise shall provide the City for its review and approval a certificate of insurance evidencing that it has general liability and liquor liability insurance for the Event. The City shall be named as an additional insured with respect to these policies.
4. In addition to the required insurance coverage, Paradise shall defend, indemnify and hold harmless the City of Faribault, its officials, employees, contractors and agents (collectively, the “City”) from and against any and all claims, damages, losses, or expenses including

attorneys' fees, which the City may suffer or for which the City may be held liable with respect to the activities authorized by the City pursuant to this Agreement, including the dispensing of intoxicating liquor.

5. The Recitals set forth above are incorporated into this Agreement as if fully set forth herein.

**IN WITNESS OF THE ABOVE**, the parties have caused this Agreement to be executed on the date and year written above.

**CITY OF FARIBAULT**

By: \_\_\_\_\_  
Kevin Voracek  
Its: Mayor

By: \_\_\_\_\_  
Timothy C. Murray  
Its: City Administrator

**FARIBAULT ART CENTER, INC. D/B/A  
PARADISE CENTER FOR THE ARTS**

By: \_\_\_\_\_  
Its: \_\_\_\_\_