

**City of East Grand Forks
Facility Use Agreement**

It is the City of East Grand Forks' desire that all patrons who periodically use a City of East Grand Forks building, room, arena, field, area, or other City of East Grand Forks property (the "Facility") are able to enjoy the Facility. This agreement has been set in place to achieve that goal.

The person signing this agreement and the organization on whose behalf the Facility rental is being made (collectively the "Renter") are responsible for compliance with this agreement. All Lessee's are required to read and sign the Facility Use Agreement as part of the rental and before the facility can be used by the renter. Please read carefully, fill out Facility, Renter, and event sections, initial at the bottom of each page, and sign in the signature page at the end of this document.

1. FACILITY INFORMATION

Name of Facility _____

Address/Area/Location of Facility _____

Room/Area of Use in Facility Rental _____

The RENTAL FEE and consideration to be paid by the RENTER shall be as follows:

- Nash Park, 915 22nd Street NW \$200.00

Specific equipment included in the rental agreement are as follows:

2. RENTER INFORMATION

Contact name _____

Tel.: Home/Cell _____ Work _____

Email Address _____

Organization _____

Address, City, State, Zip _____

3. EVENT INFORMATION

Description of event _____

Date(s) of event _____

Estimated attendance _____

If multiple events, estimated attendance for each event _____

Time event begins (incl. set up) _____ Time event ends (incl. clean up) _____

If multiple events, are these times the same for each event? YES NO

If no, please indicate below the specific time and date for each event:

- A. The **Facility** is the City of East Grand Forks, Minnesota a municipal corporation, acting by and through its Superintendent of Parks & Recreation.
- B. The Facility agrees to provide the use of the above listed facility location and room or the following parts therein, described above in Facility Information.

Renting said premises subject to the conditions, rules, regulations and policies that the LESSOR shall by Ordinance and Resolution establish for Nash Park Building and other park properties from time to time, which Ordinance and Resolution are mutually understood and agreed by the parties hereto be a part hereof. It is further mutually agreed that any attached conditions, rules, regulations and policies of the FACILITY are a part of this Rental agreement.

- C. RENTER shall perform routine pick up after its use of the facility, ensuring equipment is cleaned and returned to its beginning location; and all equipment is properly stored. RENTER WILL NOT be required to pay a deposit for clean-up purposes and the RENTER will return the premise in same condition as it was when it was accepted. If not cleaned to the sole satisfaction of the FACILITY, RENTER agrees to pay FACILITY the costs the FACILITY incurs for clean-up purposes.
- D. No alcoholic beverages shall be sold or permitted by RENTER upon the premises. Unless authorized by City Council.
- E. FACILITY shall not be liable to RENTER or to any employee, student or invitee of RENTER for any claim or cause of action arising out of death, injury, damage to property occurring in, on or about the leased premises except for damages attributable exclusively to the negligence or breach of this Lease Agreement by the FACILITY, its employees or agents, as determined by a court of competent jurisdiction.
- F. RENTER shall indemnify and save harmless the FACILITY from all loss, cost and expense arising out of any liability or claim of liability, for injury or damages to persons or property sustained or claimed to have been sustained by anyone whomever, by reason of the use or occupation of the facility location, whether such use is authorized or not, or by any act or omission of RENTER or any of its officers, agents, employees, guest, patrons, or invitees, and RENTER shall pay for any and all damage to the property of FACILITY, or loss or theft of such property, done or caused by uch persons.
- G. RENTER shall be solely responsible for the supervision and control of its volunteers and participants and it is strongly recommended by the FACILITY that if said volunteers are working directly with children that background checks be performed in accordance with "The Minnesota Child Protection Act (MN Stat. 299C)". Any volunteers provided by the RENTER are not "City Volunteers" and are acting on behalf of the ENTER and **ARE NOT** acting on behalf of the FACILITY.
- H. RENTER further, at the expense of the RENTER, shall keep in force during the terms of this lease, insurance, issued by responsible insurance companies, and in form acceptable to the attorney for the FACILITY, with the FACILITY named as an additional insured therein, for the protection of the FACILITY against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to or recovered from FACILITY by reason of use and damage to the property of, injury to or death of any person or persons on account of any matter or thing which may occur on the leased premises, coverage to be

provided in such amounts as specified by FACILITY, FACILITY being furnished by RENTER with satisfactory evidence of such coverage.

- I. FACILITY, its agents and employees shall have the right to enter the rented premise upon reasonable advance notice for the purpose of inspecting, repairing, altering or improving the rented premises, or for any other purpose. There shall be no diminution of rent and no liability on the part of FACILITY by reason of any inconvenience, annoyance or injury caused by FACILITY's reasonable exercise of the rights reserved by FACILITY in this Article.
- J. DISCRIMINATION. Not allowed - discrimination of any kind, no person or organization at any RENTER sponsored event shall in any way be favored or discriminated against because of race, color creed, age, religion, marital status, sex, political opinion or affiliation, disability, sexual orientation, or welfare assistance status.
- K. RENTER shall not assign this lease, nor suffer any use of the said leased premises other than as herein specified, nor sublet the premises or any part thereof, without the written consent of the FACILITY.
- L. RENTER is responsible for any lost keys, and any costs that the City of East Grand Forks might incur to replace _____ and/or _____ re-key _____ the _____ Facility.
- M. Set Up/Clean Up/Equipment/Accessories –*List any additional use conditions below*
- N. Special conditions of this Lease not hereinabove provided are as follows:

IMPORTANT – READ BEFORE SIGNING

I am an authorized agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use.

Signature _____
Print name _____
Organization _____
Address _____
Telephone: Home/Mobile _____ Work _____

CITY OF EAST GRAND FORKS

By: Supt. Of Parks & Recreation: _____
City Administrator: _____
Date _____
Rental fee _____ Date paid _____
