



RECREATIONAL FACILITY USE AGREEMENT

The City of Blue Earth and _____ [individual/organization requesting facilities] hereby enter into this Recreational Facility Use (hereinafter “Agreement/Permit”).

Important: This document is not intended to be used to schedule facilities for City-sponsored events or activities (i.e., events that are held under the direction, supervision, and control of the City).

PLEASE CIRCLE THE LOCATION YOU INTEND TO USE

| 14th Street Ballfields | 14th Street Tennis Courts | Fairgrounds | Gazebo Park |
| West Diamond @ Fairground Ballfields | Putnam Park Shelter | Steinberg Park |

INITIAL APPLICATION

The following application section must be completed by the group/organization/individual who is applying to use City facilities.

Date of request: _____

Date of facility use: _____

(Requests **must** be submitted no less than 7 days in advance of event.)

USER INFORMATION

Name of group/organization/individual: _____

Federal Tax ID/Employer ID _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Contact information for the primary person who will be responsible for the use of the City facilities under this application and for on-site supervision during the event/activity:

Name of group/organization/individual: _____

Address: _____

CITY FACILITIES

14th Street Ballfields | 14th Street Tennis Courts | Fairgrounds | Gazebo Park | West Diamond @ Fairground Ballfields
Putnam Park Shelter | Steinberg Park

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Contact information for the individual filling out this application for the Agreement/Permit (if different than the contact person listed above):

Name of group/organization/individual: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Check the box in each list that best describes the group/organization/individual that is the user/applicant. Type of user:

- 501(c)(3) non-profit organization
- Other confirmed tax-exempt entity _____
- Community group with no formal organization structure and no confirmed tax-exempt status
- For-profit entity (including self-employment)
- Governmental entity
- Individual with no group or organization affiliation
- School District _____
- Other (please describe)

TYPE/LOCATION OF USE

Provide a description of each activity to be conducted under this Agreement/Permit (be specific when describing any recreational activity):

PARTICIPATION, ATTENDANCE, SUPERVISION

How many people are expected to participate in or otherwise attend each event/activity that is to be covered by the Agreement/Permit? (Differentiate by activity/date as necessary.)

ACTIVITY	DATE(S)	EXPECTED NUMBER OF PARTICIPANTS	EXPECTED NUMBER OF SPECTATORS
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CITY FACILITIES

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INSURANCE

The User/Applicant's Certificate(s) of Insurance is on file with the City or has been attached to this application:

- Yes
- No

Prior to any event or activity being held under this Agreement/Permit, the organization is required to furnish to the City a satisfactory bond or certificate of insurance (1) to protect the City against any property damage or loss sustained by the City in connection with the User/Applicant's event/activity; and (2) to indemnify the City against any and all claims or suits for injury, damage, or loss that are connected to or that arise from any activity or event held pursuant to this Agreement/Permit. Failure to provide such proof of bonding or insurance, or failure to maintain such coverage throughout the period of time covered by this Agreement/Permit voids this Agreement/Permit and the User/Applicant shall not use any City facilities.

City Use Only: Proof of Insurance has been submitted by the User/Applicant and has been reviewed and approved by _____ on _____.

Waivers of Insurance (if applicable):

The City is authorized to waive the above-identified insurance requirements.

The User/Applicant is requesting a waiver of the insurance requirement(s):

- Yes
- No

If "yes," this Agreement/Permit remains expressly contingent on the City's written approval of the User/ Applicant's request for a waiver of the otherwise applicable insurance requirements.

City Use Only: Insurance waiver request is approved rejected; by _____ on _____.

RESTROOMS, TRASH, PARKING

What does the User/Applicant plan for:

Restroom Facilities: _____

Trash Clean Up: _____

Parking: _____

SECURITY DEPOSIT

CITY FACILITIES

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There is a \$50.00 Security deposit which is due to the City prior to final approval. The Security Deposit is fully refundable to the User/Applicant considering all terms and conditions are met.

TERMS AND CONDITIONS

1. In addition to planning for, providing, and monitoring the supervision of participants and/or attendees, the User under this Agreement/Permit, and not the City, is responsible for providing for the security and proper care of all City property that is used in connection with this Agreement/Permit and for the general safety of all persons attending (as a participant or in any other capacity) each of their event(s)/ activities. Depending on the size and nature of the event/activity, the User should consider whether it is necessary or prudent to engage any of the following:
 1. On-site emergency response personnel
 2. Trained crowd managers
 3. Contracted law enforcement officers
 4. Other contracted security personnel
2. Local, state, and federal laws/ordinances, fire codes, and safety regulations must be observed. Facility users are responsible for becoming informed of applicable ordinances, codes or regulations. The User agrees to be responsible for any citations and fines that arise as a result of their non-compliance with ordinances, codes or safety regulations and for any injuries and/or damages that result from their non-compliance with laws, ordinances, codes or safety regulations.
3. The User agrees to reimburse the City for all costs and for all expenses incurred as the result of damage to City property over and above normal wear, regardless of whether the damage was accidental or attributable solely to the conduct of a participant, attendee, or other invitee of the User.
4. No City facility use Agreement/Permit is transferable to another party.
5. The User agrees to notify the City Administrator in writing as to any repairs or maintenance needed to the premises, even if the User did not cause the need for repair or maintenance
6. The User agrees to leave the facility in substantially the same manner it was found.
7. The City is not responsible for any loss of or any damage to personal property that may be sustained by the User or by any of the groups, organizations or individuals who may be present at school facilities in connection with this Agreement/Permit.

OTHER IMPORTANT TERMS, CONDITIONS, AND NOTICES

Deposits and Fees. All deposits and fees are to be prepaid at the time the User submits the signed Agreement/Permit, unless the City agrees in writing to a later payment date or to invoice the User. Failure to timely pay deposits and fees, or to fully reimburse the City for costs/damages will result in automatic denial of future facility use requests until the delinquent payments are fully paid.

User waives claims against the City; limitations on damages. Except for the recovery of paid deposits or paid fees as expressly provided for elsewhere in this Agreement/ Permit, and where the cause of action would be based under contract law or an allegation of negligence, the User

CITY FACILITIES

waives the following claims against the City and agrees that the City shall have no liability to the User respecting any damages, costs, or losses arising from or relating to any of the following:

1. The condition of the premises or equipment to be used under this Agreement/Permit.
2. The suitability of the premises or equipment to be used under this Agreement/Permit.
3. The availability of the premises or equipment to be used under this Agreement/Permit.
6. Any alleged breach of this Agreement/Permit by the City, except for the recovery of deposits or fees as expressly provided for elsewhere in this Agreement/Permit.

For the user:

The individual signing below affirms by his/her signature that he/she has authority to sign this Agreement/ Permit on behalf of the User and to obligate the User to the Agreement/Permit's terms and conditions.

Name (please print) _____

Signature _____

Date _____

For the City:

City Administrator _____	Date _____
Public Works Director _____	Date _____
Police Chief _____	Date _____