

# USE AGREEMENT

This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, between Benton County (hereinafter referred to as “County”) and [NAME] \_\_\_\_\_ (hereinafter referred to as “User”).

The County is a political subdivision of the State of Minnesota located at: 531 Dewey Street, P. O. Box 129, Foley, MN 56329. The County contact person for purposes of this Use Agreement is \_\_\_\_\_. User is \_\_\_\_\_ located at: \_\_\_\_\_.

The County hereby permits User to utilize the Lakeview Center (the “Premises”), 130 – 125<sup>th</sup> Street NW, Rice, MN 56367, under the following circumstances and subject to the following terms:

## 1. Term of Use

This Use Agreement will commence on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. and will expire on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

## 2. Premises

The Premises which are the subject of this Agreement is described as follows:

## 3. Capacity of Premise

No more then the following amount of persons will be permitted in the Lakeview Center at a time as specified below:

Lower Level With Tables and Chairs: **71 persons**

Lower Level Without Tables and Chairs: **156 persons**

Upper Level With Tables and Chairs: **73 persons**

Upper Level Without Tables and Chairs: **151 persons**

Renters are entitled to utilize the tables and chairs provided within the building; however, the County does not guarantee that there are adequate tables and/or chairs for your event and you may need to provide your own.

(There are approximately 15-17 tables and 100-120 chairs located between the two levels.)

**4. Use of Premises**

The Premises will be used for \_\_\_\_\_. Capacity at the Premises is \_\_\_\_\_ no more than \_\_\_\_\_ shall be permitted in the Premises. Using the Premises for other purposes, using additional facilities, or remaining on the Premises beyond the allotted time will be considered an unauthorized use of the facility.

**5. Fee**

User shall pay a Fee of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). User agrees to pay said fee on or before \_\_\_\_\_ to Benton County Property Management at 531 Dewey Street, P. O. Box 129, Foley, MN 56329. The person signing this Use Agreement will be held responsible for payment of the Fee and other charges provided herein.

**6. Security Deposit**

Before the date of use of the Premises, User shall deliver to the County the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) as and for a security deposit. If User fails to perform any term in this Agreement, the County may use any portion or all of the security deposit to offset damages that the County shall suffer. Use of the security deposit shall not constitute a waiver by the County of its right to pursue other remedies it might have at law.

**7. Utilities and Services**

The County will provide electricity, sewer, water, heating and air conditioning for the Premises in consideration for the Fee paid by User.

User agrees that its proposed use of the Premises does not contemplate any increase in the level or manner in which these services are currently provided by the County to the Premises for its own purposes.

User further agrees to take all reasonable steps to ensure there is no unnecessary use or waste of utilities and services. The County reserves the right to assess and User agrees to pay for any excess utility expense incurred during the term of this Agreement.

**8. Alcohol**

a) The User may serve alcohol on the Premises but no person, including the User, at the event as described in Paragraph 1 of this Agreement may directly or indirectly, on any

pretense or by any device sell, barter, keep for sale, charge for possession or otherwise dispose of alcoholic beverages as part of a commercial transaction except as Paragraph 8(b) applies.

b) No alcohol may be **sold** on the Premises except for alcohol that is sold or furnished on the Premises by a vendor with the appropriate license and insurance to sell alcohol on the Premises. If alcohol is sold on the Premises, the licensed vendor serving the alcohol must have adequate liquor liability insurance pursuant to Minn. Stat. § 340A.409. The designated vendor is required to provide proof of an appropriate license authorizing the vendor to sell liquor on the Premises and proof of liquor liability insurance to the County prior to the date upon which the User intends to use the Premises. Pursuant to paragraph 13 of this Agreement, the County shall bear no liability for injury arising out of the sale or consumption of alcohol on the Premises.

c) All persons serving alcohol at the event as described in Paragraph 1 shall not serve alcohol in violation of Minnesota State and Federal Laws and Benton County Ordinances. The User shall warrant that all persons will serve alcohol in accordance with the applicable laws and ordinances.

## **9. Access To Premises**

Access to the Premises for the purposes described herein and at the times set out herein will be provided through the County's agents and employees. User will not be provided a key to the Premises.

## **10. Use**

User warrants that it will comply with all codes, laws, ordinances, orders, rules, and regulations promulgated by any government agency which relate to the use, condition, or occupancy of the Premises. User agrees that no excessive noise, music, odor, vibration or conduct that is likely to disturb or annoy neighbors or other park users will occur during the term of this Agreement. In the event of a violation of this paragraph, User agrees the County may immediately terminate this Agreement. In addition, User agrees to keep the Premises in a neat, clean, and respectable condition and must bear the costs of policing, cleaning and restoring the Premises. The User is responsible for the cost of repair of any damages caused to the Premises by the User, or by the guests or invitees of the User. The cost of repair includes replacement costs if necessary.

## **11. Use of the County's Equipment**

This Agreement does not contemplate nor provide for access to or use of the County's equipment located within the Premises except as specifically provided herein.

## **12. Assignment of Interest**

User may not assign or transfer its interest under this Agreement. Nor shall User permit any third-party to occupy or use any part of the Premises without first obtaining the prior written consent of the County.

## **13. Hold Harmless and Indemnification.**

User expressly agrees that its use of the Premises during the term of the Use Agreement shall be undertaken by User at its sole risk and releases the County, their servants, agents, or employees, from all liability for any demands, injuries, damages, attorney's fees, court costs and disbursements, actions or causes of action, or claims of whatever nature, including subrogation claims, arising from injury to person or property sustained by anyone arising out of or in connection with User's use and occupancy of the Premises. **This clause expressly includes claims arising out of the negligence of the County, their servants, agents or employees, but DOES NOT include claims arising out of the intentional, willful or wanton misconduct of the County, their servants, agents or employees.**

Further, User agrees to indemnify, defend, protect, and hold harmless the County, their servants, agents or employees, from and against any and all liabilities, damages, costs, expenses (including all attorney fees and expenses), causes of action, suits, claims, demands or judgments of any nature, including subrogation claims arising out of or in connection with User's use and occupancy of the Premises. **This clause expressly includes claims arising out of the negligence of the County, their servants, agents or employees, but DOES NOT include claims arising out of the intentional, willful or wanton misconduct of the County, their servants, agents or employees.**

User agrees and understands that the purpose of this paragraph is to put the risk of loss on User and not on the County. User understands and agrees that the amount charged herein for rent has been determined based upon the risk of loss being with the User.

## **14. Inspection**

The User has examined and approved the Premises.

**15. Entire Agreement.**

This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

The parties have read this Agreement, understand its terms, and enter into this Agreement voluntarily, having had the opportunity to consult with an attorney regarding the terms of this Agreement. By signing below the parties manifest their intent to be legally bound by the terms of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

BENTON COUNTY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

USER

BY: \_\_\_\_\_