City of Ottertail, Minnesota
Community Center Rental Agreement
(218) 367-2250

Rental Date: _____ Hours of Use: From_____To:_____

Type of Event:_____

Organization/Renter: _____

Location: 93 Lake Ave. Community Center - Kitchen - Training Room
(circle all that apply)

Community Room	$50.00	(Includes Kitchen)
Training Room	$25.00	

Rental Agreement allows access to Front Door, Restrooms and Kitchen.

Rental Fee $_____, payable upon confirmation of rental. Please make check payable to the City of Ottertail.
It is the responsibility of User/Renter to make arrangements for getting a key from City Hall prior to the event and returning it the following day or placing in outside deposit.

User/Renter agrees to **indemnify and hold harmless** the city, the city's agents, employees, and members from and against, any claims, damages, losses, and expenses, including reasonable attorney's fees, in case of any and all actions, legal or otherwise, against the city arising out of the use of the property. The User/Renter agrees that if the city is sued by any party or person that claims the city is liable because of this agreement for any reason, the User/Renter will provide defense for the city against any such lawsuit, and agrees to pay for the city's attorney's fees if such a lawsuit is brought. If any court would find that the city is liable to any other party for any reason which results from this agreement with User/Renter, the User/Renter agrees to pay the costs of city's liability to the third person that brought the suit. This protection for the city extends to the city's agents, people that work for the city, and members of the city. The User/Renter's obligation to defend and indemnify the city shall not apply to claims arising solely from the negligence of the city.

User/Renter agrees to follow any and all community center rental policies. See separate Policies and Procedures posted at the community center.

Any sales or use of alcohol by the User/Renter must be pre-approved by the City of Ottertail. Any licensee must have liquor liability insurance and list City of Ottertail as other insured on the policy. Proof of this insurance must be provided to the City prior to use of buildings. Adequate procedures must be in place to ensure that no one under the age of 21 is served alcohol and also to ensure that no one is served alcohol in an amount to cause intoxication.

City:

_____

Contact:

_____
Print Name

Address:_____

Phone:_____

_____
Signature & Date

Agreement and Liability Waiver for <u>Group Activities</u>
(Please read carefully)
This is a legal agreement and PERMANENT LIABILITY WAIVER.

I, the undersigned, that by signing, and in consideration thereof, the City of Ottertail allows me to use their facilities. I, the undersigned, agree to abide by rules and policies of this facility, City ordinances and State laws while participating in this activity on property of the city. I further agree to notify the City of Ottertail immediately upon the discovery of any dangerous or hazardous situations on City owned property. I understand that I am participating in an activity that may have potential for injury. That I, the undersigned, while engaging this activity on City property, do hereby agree for myself, my heirs, executors, administrators, and assigns, that neither the City, nor any of its council members, employees, representatives, agents, successors, and/or assigns, shall be held responsible or liable for any negligence implied, active, passive, or otherwise, or personal injury, or death, or property loss, or damage suffered or sustained by me in connection with or arising out of or resulting from any or all activities engaged by me on City of Ottertail property and absolve and release said City of Ottertail, its council members, employees, representatives, agents, successors and/or assigns, of and from all liability thereof, and further, I do hereby convent and agree for myself, my heirs, executors, administrators, and assigns, not to sue, arrest, attach, or prosecute said City of Ottertail, its council members, employees, representatives, agents, successors, and/or assigns for on account of any such personal injury or death or property damage or loss, it being my express intent and purpose to bind myself, my heirs, executors, administrators, and assigns hereby. This waiver of liability does not waive liability for any injuries that I obtain as a result of willful, wanton or intentional misconduct by the City or any person acting on behalf of the City of Ottertail.

Participant Signatures with date of signature: (minors require parent or guardian signature)

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