

*City of Oronoco*  
**PARK SHELTER FACILITY USE AGREEMENT**



THIS FACILITY USE AGREEMENT (the “Agreement”) is made and entered into on \_\_\_\_\_, 2024, by and between the CITY OF ORONOCO, a municipal corporation under the laws of the State of Minnesota (the “City”), and \_\_\_\_\_ (the “User”).

**Terms**

- I. The City owns and operates the Oronoco Park Shelter (the "Facility"), located at 310 5th Street NW, Oronoco, Minnesota, 55960;
- II. The User desires to utilize the Oronoco Park Shelter space at the Facility for:
  - Date: \_\_\_\_\_
  - Time: \_\_\_\_\_
  - Purpose: \_\_\_\_\_
  - Fee Amount: \_\_\_\_\_
  - Restroom Keys: YES or NO
- III. The City has agreed to allow the User to use the Facility for its intended purposes, subject to the terms and conditions contained in this Agreement.

**Agreement**

In consideration of the mutual agreements contained in this Agreement, the City and the User agree as follows:

- 1. **TERM:** This Agreement will remain valid for the User’s scheduled use of the Facility, as described in this Agreement, unless otherwise terminated in accordance with the terms herein.
- 2. **RENTAL FEE:** The User agrees that the rental fee for the Facility is \$50 (nonrefundable) for a full day, payable upon the signing of the Facility Use Agreement with the City.
- 3. **DEPOSIT:** A separate deposit of \$100 is required and payable upon signature of the Facility Use Agreement with the City. This deposit will be refunded to the User if no damage to the Facility or additional clean-up costs are incurred. One rental is allowed per day and “Reserved” signs will be posted at the Facility. The User is responsible for clean-up of the Facility following their use of the property. The User must leave the Facility in the same condition as it was upon arrival. If there is any damage to the Facility, or if the shelter, restrooms, or property have not been cleaned by the User, the User will be liable for the actual damages and clean-up costs incurred by the City in repairing the damage or cleaning of the Facility. “Oronoco Park” or the “Facility” refers to the whole park property, not just the shelter.
- 4. **USE OF FACILITY:** The City has agreed to allow the User to use the Facility for its intended purposes, subject to the terms and conditions contained in this Agreement. The User may not assign this Agreement or sublease any portion of the Facility without written consent from the City. Assignment or subletting for any amount greater than the rental fee rate in this Agreement is prohibited.

**Restrooms:** The User has the option to pick up a key for the restrooms at the Facility from City Hall in the days prior to the rental if the User would like restrooms to be available for use during their rental period. Port-A-Potties are available for use at the Facility year-round. Keys can be dropped off at City Hall during business hours or put in the drop box outside the City Hall after hours.

5. **INDEMNIFICATION:** The User agrees to defend, indemnify and hold the City, its officers, agents, and employees harmless from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorney's fees (collectively, "Claim"), that directly relate to use of the Facility by the User or User's members, guests, or invitees, including any and all claims for bodily injury or death or property loss or damage sustained as a result of use of the Facility by the User or the User's members, guests, or invitees; provided, however, that such obligation of indemnification shall not apply when a Claim is caused by negligence, bad faith or willful misconduct on the part of the City, its officers, agents or employees.
6. **CONDUCT POLICY:** The User and any and all members, representatives, employees, patrons, invitees, or guests of the User, shall act in compliance with the published rules and regulations of the City during use of the Facility, including, but not limited to, the following:
  - a. No alcohol allowed on the premises;
  - b. No disorderly behavior;
  - c. No entering areas of the Facility that are deemed outside the scope of the scheduled use;
  - d. All persons using the premises shall obey the instructions of Facility staff; and
  - e. No other conduct or activities inconsistent with the orderly use and management of the Facility.
7. **NO WAIVER:** By entering this Agreement, the City is not waiving any common law or statutory immunities to which it may be entitled.
8. **GOVERNING LAW:** The laws of the State of Minnesota shall govern the interpretation, validity, performance, and enforcement of this Agreement.

By signing this agreement, the User agrees to all terms and conditions of this Facility Use Agreement. Rentals are not guaranteed until application, fee and security deposit (if applicable) are submitted to City Hall. *Emergency Contact: Mayor Ryland Eichhorst ~ (507) 993-9045.*

*[Signature Page Follows]*

[Facility Use Agreement Signature Page]

Issued by order of the City Administrator



City Administrator \_\_\_\_\_ Date \_\_\_\_\_

Deputy Clerk       Admin. Assistant

\_\_\_\_\_  
User Name \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Address \_\_\_\_\_

\_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_

\_\_\_\_\_  
Phone Number \_\_\_\_\_

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Email: rwhile@oronoco.com

Rev. March 2024