

South Metro Public Safety Training Facility Use Agreement

This Facilities Use Agreement (the "Agreement") is made between South Metro Public Safety Training Facility ("SMPSTF"), a joint powers entity organized under Minnesota law, and ("User"), (collectively, the "Parties").

1. **Term.** SMPSTF agrees to allow use of portions of its Public Safety Training Facility (the "Facility") to User by scheduled appointment during the contract year. Contract year commences on date User signs the Agreement. SMPSTF retains the right to cancel this Agreement at any time up to 14 days prior to use for renting agencies and 60 days' notice for member agencies, and upon written notice to the User.
2. **User Fees.** User agrees to pay SMPSTF the usage fees as determined by quote provided by SMPSTF and/or based on posted rental rates at <http://southmetrotraining.com/rental.html> for use of the Facility. User agrees to pay the SMPSTF an additional sum, if usage exceeds quoted fees or rental rates posted on aforementioned website. The initial fees are due prior to date of the commencement of membership agreements and within 30 days after training for non-membership rentals. SMPSTF reserves the right to charge a cancellation fee of 20% of total rental amount unless the agreement is canceled by SMPSTF or the User provided a 14-day notice in writing for renting agencies and 60 days' notice for member agencies. Alternate payment arrangements may be made on a case-by-case basis with the approval of SMPSTF's Executive Director. Minimum of 2 hours will be invoiced for all facilities.
3. **Insurance.** User is required to maintain the following insurance coverages prior to using the Facility:
 - a. **Workers' Compensation Insurance.** User must provide Workers' Compensation insurance in accordance with Minnesota Statutes, Section, 176.011, subd. 9, for all of its employees, volunteers or invitees using the Facility. User waives the right to sue SMPS for any workers' compensation benefits paid to its own employees or volunteers or their dependents, even if the injuries were caused wholly or partially by the negligence of SMPS or its officials, employees, or agents
 - b. **Commercial General Liability Insurance.** User is required to maintain commercial liability insurance (CGL), or its equivalent, protecting it from claims for damages for bodily injury and property damage in the minimum amount of \$1,500,000 per occurrence; \$2,000,000 annual aggregate. SMPSTF must be named as an additional insured on User's CGL coverage.
 - c. **Automobile Liability Insurance.** If User will be using motor vehicles while using the Facility, User shall maintain insurance protecting it from bodily injury and property damage claims resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this Agreement. Insurance minimum limits are as follows: \$1,000,000 per occurrence, Combined Single Limit for bodily injury and property damage.

User shall furnish SMPSTF proof of the above coverages by providing a certificate of insurance prior to using the Facility.

4. **Property Damage.** User agrees to pay SMPSTF for any physical damage to the Facility that is not covered by User's property insurance.
5. **Damage to equipment.** Each party shall be responsible for damages to or loss of its own equipment. Each party waives the right to sue the other party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of the other party or its officials, employees, or agents.
6. **Indemnification.** User shall defend, indemnify and hold harmless SMPSTF and its officials, employees and agents from any liabilities, judgments, losses, costs or charges (including attorneys' fees) incurred by SMPSTF or any of its officials, employees or agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with the use of the Facility by User or by User's officials, employees, volunteers, members, guests or invitees, except to the extent

caused by the negligence, [negligence,] sole negligence, gross negligence or willful misconduct of SMPSTF or its officials, employees or agents.

Nothing in this Agreement may be construed as a waiver of any statutory or common law defenses, immunities, or limits on liability. Under no circumstances will a “municipality” as defined by Minnesota Statutes, Section 466.01, subd. 1, be required to pay on behalf of itself and other parties, any amounts in excess of the amount that a municipal user would be obligated to pay under Minnesota Statutes, Chapter 466 for one party. The liability of a non-municipal user shall not be limited by this paragraph.

7. Waiver and Assumption of Risk. User knows, understands and acknowledges the risks and hazards associated with using the Facility and hereby assumes any and all risks and hazards associated therewith. User hereby irrevocably waives any and all claims against SMPSTF and its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by User as a result of using the Facility and hereby irrevocably releases and discharges SMPS and any of its officials, employees or agents from any and all claims of liability.
8. Rules and Regulations. User certifies that he or she has read all rules and regulations (which can be found by clicking on “Partnering Organizations” at southmetrotraining.com) related to using the Facility and agrees to be bound by the rules and regulations in addition to all city ordinances and state and federal laws. User shall be responsible for ensuring compliance with the rules and regulations, ordinances and laws by User’s officials, employees, volunteers, members, guests and invitees. SMPSTF may terminate this Agreement at any time for a violation of Facility rules and regulations or a violation of any ordinance or law.
9. Authorized Representative. User agrees to have an Authorized Representative available at all times while using the Facility to supervise the activities of its officials, employees, volunteers, members, guests and invitees.
10. General Provisions.
 - a. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
 - b. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
 - c. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
 - d. Captions. Section headings contained in this Agreement are included for convenience only and form no part of the Agreement between the Parties.
 - e. Waiver. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach or failure to comply with any other provision of this Agreement.
 - f. Assignment/Subletting. User may not assign this Agreement to any other person or group without the prior written approval of SMPS. User may not sublet any portion of the rented premises to another person or group.
 - g. Severability. If a court finds any portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.

By signing this agreement, I declare that I have read, understand and agree to all of the terms and condition of this Agreement and that I have the authority to bind the User.

User Signature	Printed Name	Title
Contact Phone	E-mail	Date

<i>Authorized by:</i> _____ <i>SMPSTF Representative</i> _____ <i>Title</i> _____ <i>Date</i> _____
