

YELLOW MEDICINE COUNTY
PARK USE INSURANCE/LIABILITY AGREEMENT

This Agreement is made between the County of Yellow Medicine, herein referred to as the **County**, and _____, herein referred to as **User**.

The **County** is the owner of the PARKS and all the buildings located on the property at Oraas Park and Timm Park and is responsible for managing the maintenance of these buildings and grounds.

User desires to use the PARKS, herein referred to as the **Premises**, under the terms and conditions set forth in this Agreement.

In consideration of the mutual promises set forth herein and elsewhere, it is agreed by and between the **County** and the **User** as follows:

Term of Use

This use Agreement will be valid for the following date(s):

_____.

Liability

The use of the Premises and the adjacent grounds shall be entirely at User's risk.

Indemnification

The User shall agree to defend, indemnify, and hold Yellow Medicine County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of any act or omission on the part of the User or its guests, invitees or any and all other attendees in the use of the Premises by the User or its guests, invitees or any and all other attendees.

General Liability Insurance

The User shall procure and maintain risk coverage that will protect it from claims set forth above which may arise out of or result from its use of the Premises under this Agreement, whether such use be by the User or its guests, invitees and any and all other attendees or by anyone for whose acts the User may be liable. All policies shall remain in force and effect through the end of the use of the Premises.

A certificate of general liability insurance covering the use and location of the Premises shall be submitted to the County prior to use. A minimum of \$250,000 general liability insurance coverage shall be required. The County reserves the right to require more than \$250,000 of general liability coverage at any time or for any use.

Liquor Liability

As and part of the liability, indemnification and insurance requirements herein, User shall be required to comply with all local, state and federal liquor laws and regulations including but not limited to requirements that the User be insured against any and all liquor liability risks.

The User may serve alcohol on the Premises but no person, including the User, may directly or indirectly, on any pretense or by any devise sell, barter, keep for sale, charge for possession or otherwise dispose of alcohol beverages as part of a commercial transaction except as described in the paragraph below. A User serving alcohol under this paragraph shall be required to provide a certificate of liquor liability insurance coverage to the County prior to use of the Premises. A minimum of \$1,500,000 of liquor liability coverage shall be required.

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 a minimum of \$1,500,000 of liquor liability insurance. 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. The County shall bear no liability for injury arising out of the sale or consumption of alcohol on the Premises.

Authorization Permit

After required proofs of insurance(s) and liquor license have been received by the County, User will be given an authorization permit which must be posted during the event.

In witness thereof, the parties have executed this Agreement in Minnesota.

USER:

User Signature

Date

User Name (print)

User Address

User Home Phone

User Work or Cell Phone

COUNTY Parks Director: _____ Date: _____

County contact information:

Matt Morris, Parks Director
(320)-226-1440
Matt. Morris@co.ym.mn.gov