City of Zimmerman

12980 Fremont Avenue
Zimmerman, MN 55398

Telephone 763-856-4666 * Fax 763-856-4787
www.zimmerman.govoffice.com

Facility Use Permit Application

CONTACT INFORMATION

APPLICATION DATE_____ EMAIL_____

CELL PHONE_____ HM PHONE_____ WK PHONE_____

NAME_____ORGANIZATION_____

ADDRESS_____

CITY/STATE/ZIP_____

FACILITY TO BE RESERVED – Zimmerman City Park – 25850 Main Street

_____ CVC Civic Building _____ WI Cooler

_____ PNC Picnic Shelter (reserved)

_____ CHC City Hall Council Chambers

DETAILS OF RESERVATION

TYPE OF EVENT_____

DATE OF RESERVATION_____

TIME(S) _____

FEE FOR RESERVATION + SALES TAX_____

DAMAGE DEPOSIT_____

Damage deposit check and permit use fee are due at the time of application to ensure reservation. Deposit check will be returned upon review of facilities being returned to satisfactory condition.

For office use only: Date Received: _____ Received by: _____ PAID: cash____ check #_____ Receipt #:_____

Deposit Received: _____ Deposit Returned: _____ Key #: _____ Key Returned: _____

City of Zimmerman - Facilities Use Lease Agreement

This Agreement made this _____ day of _____, 20_____, by and between the City of Zimmerman, a Minnesota Municipal Corporation (hereafter "City") and _____ (hereafter "Renter").

Renter shall be 21 years of age or older, submit a completed Facility Use Permit Application, and provide the appropriate refundable deposit before the application is approved. Renter's use of the facility is approved, subject to the terms and conditions set forth in this Agreement, compliance with all City Ordinances, Building Use Rules and Regulations, and State and/or Federal Laws. Any group or organization using City facilities for the purpose of convening a public meeting must conform with "open meeting law" requirements pursuant to Minnesota Statutes.

Therefore, it is agreed by and between City and Renter as follows:
Prior to the reservation and use of specified building, park, or facility, renter shall pay to City, a deposit and use fee (where required) for the reservation according to the adopted fee schedule. All doors to the facility shall remain unlocked and access to doorways during the event shall remain clear and unblocked. Renter is solely responsible for maintaining order, keeping the peace and maintaining a reasonable noise level during all hours the renter has contracted for. The City assumes no liability for loss, damage, injury or illness incurred by the users of the facility. The City requires the renter to maintain order and control, at any event with music or alcohol.

The damage deposit will be refunded to the Renter subject to the following conditions:

- ☐ NO nails, tacks, or tape can be used on the walls, doors, acoustic panels or windows. Please use command strips and remove them after the event.
- ☐ Return of any and all keys to City Hall.
- ☐ Facility shall be cleaned of garbage and trash. Coffee grounds shall not be disposed of in restroom sinks.
- ☐ Trash bags are provided, as are cleaning supplies, paper towels, and toilet tissue.
- ☐ Tables and chairs shall be wiped clean to remove all traces of any spills. Chairs will be returned to racking, and tables folded and put on the carts provided.
- ☐ Restrooms shall have toilets and washbowls cleaned.
- ☐ Floor shall be cleaned and wet mopped, including restrooms.
- ☐ Thermostat for heating shall be returned to 62 degrees, or air conditioning turned to 74 degrees before leaving.
- ☐ Lights switches shall be turned off and doors locked at the end of the event.

A City employee shall inspect the facility on the next business day after renter's event to insure that the above conditions have been met. Upon touring the facility and finding that the facility has been restored to original condition and inventory of furnishings has been concluded, the City may deduct from the deposit the estimated costs to repair the damage or to clean the facility. In the event that the deposit is not sufficient, the City will provide to the renter an itemized statement of the costs of such repairs, cleaning or replacement of furnishings. Renter shall, and hereby agrees to, pay the balance due within ten days after the receipt of the statement.

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In consideration of being permitted to use the facility and obtain a permit, the undersigned acknowledges, appreciates, and agrees that:

1. The use of the facility includes the possibility of serious injury or death, including, but not limited to, possible exposure to and illness from infectious diseases including but not limited to methicillin-resistant Staphylococcus aureus (MRSA), influenza, and coronavirus disease 2019 (COVID-19). While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist for me and any other individual present at the facility; and

2. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS City of Zimmerman, its officers, officials, agents, employees, and/or volunteers, other participants, sponsoring agencies, advertisers, and if applicable owners used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my use of the facility and the use of other individuals present at my event; and

4. I willingly agree to comply with any stated and customary terms and conditions regarding protection against infectious diseases, including but not limited to any applicable executive order from the Governor. If, however, I observe any unusual or significant hazard during my presence or use of the facility, I will remove myself from the facility and bring such to the attention of the nearest official immediately.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

In Witness of the undersigned:

_____ _____ _____

Renter of Facility | Date | City Representative

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