



**CITY OF WILLMAR
WILLMAR FIRE STATION USE AGREEMENT
515 S.W. 2nd ST WILLMAR, MN 56201**

Sponsoring Person or Organization: _____

Responsible Person: _____ Phone: _____ Email: _____

Address: _____

Date(s) of Event: _____ Event Start Time: _____ End Time: _____

Terms of Facility Use

_____ (Sponsor organization/individual) (User) agrees to the following terms and conditions: User assumes full responsibility for supervising all activities related to its use of the Willmar Fire Station (Facility), and hereby assumes liability, and agrees to be fully and exclusively responsible, for the safety of the persons and property of all individuals present at the Facility or its premises during any hours of use by User. The City of Willmar (City) shall have no liability to User or User's agents, employees, participants, guests or invitees during any hours of use by User for personal injury or damage to property, including motor vehicles, occurring at or about the Facility or its premises during any hours of use by User. User agrees to indemnify, defend and hold harmless City and its employees, officers, agents, successors and assigns, from any and all claims, losses, damages, judgments, liabilities, causes of action, complaints, allegations and costs and expenses, including reasonable attorneys' fees (claims), arising out of or resulting from or in any way relating to User's use of the Facility or from any act or omission by User or User's agents, employees, participants, guests or invitees during any hours of use by User, excluding claims solely caused by the willful misconduct or gross negligence of City or its officers, agents or employees. In the event User or its insurer shall fail to indemnify and hold harmless City, then City may fully defend any claim arising out of User's use of the Facility and User shall reimburse City for all costs of defense, including reasonable attorneys' fees, and any settlement or judgment. User will be held responsible for any damage to the Facility and for any missing or damaged materials or property of the Willmar Fire Department. User must not use or occupy the Facility, or knowingly permit the Facility to be used or occupied, contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto, including but not limited to applicable building and fire codes, or in any manner which would violate any certificate of occupancy or permit affecting the same. The Facility is a public space and **SMOKING AND ALCOHOL ARE NOT ALLOWED INSIDE THE BUILDING. User, at its expense, shall obtain and provide City with a copy of a policy or policies of comprehensive general liability insurance in which the City of Willmar is named as an additional insured, such policy or policies of insurance to include coverage in the following limits: Bodily Injury and Property Damage Liability (including Fire Damage Coverage): \$1,000,000.00.** This certificate of insurance with the City of Willmar as named additional insured shall be submitted 30 days prior to the date of the event, so that it can be reviewed and approved by the City Attorney.

Fees

Room Charge: 2 hour minimum rental fee is \$100.00

Additional Hour Charge: \$50.00 per hour after first 2 hours

Damage Deposit: \$200.00 damage deposit is required for all events and will be returned within 5 working days if building is found to be acceptable after event

Total Rental Fee: _____ Receipt Date: _____ Receipt #: _____

Return the application along with two separate checks to the City of Willmar – PO Box 755, Willmar, MN 56201
***Damage deposit and Rental Fee on separate checks.**

Applicant Signature: _____ Date: _____

Accepted by:

City Signature: _____ Date: _____