

2023 Fernbrook Fields Storage Agreement - MGYLA

USE AGREEMENT

THIS USE AGREEMENT (“**Agreement**”) is made this _____ day of _____, 2023 (“**Effective Date**”) by and between the Maple Grove Parks and Recreation Board, an appointed board of the Board of Maple Grove authorized by Maple Grove Board Code §22-31 and Minn. Stat. §412.501 (“**Board**”) and Maple Grove Youth Lacrosse Association, a Minnesota nonprofit corporation (hereinafter referred to as (“**User**”; Board and User collectively “**Parties**” and sometimes individually “**Party**”).

RECITALS:

WHEREAS, the City of Maple Grove (“**City**”) has constructed the Fernbrook Fields Turf Complex located at 14401 99th Ave N, Maple Grove, MN, consisting of a storage building (hereinafter referred to as “**Turf Complex**”); and

WHEREAS, pursuant to Minn. Stat. §412.511 and Maple Grove City Code §22-38, the Park Board has full, absolute, and exclusive control over all property set aside for park purposes, which includes the Turf Complex; and

WHEREAS, the Turf Complex includes a storage building (“**Storage Building**”) and the User desires to utilize a portion the Storage Building to store lacrosse related items that are utilized by User at the Turf Complex; and

WHEREAS, the Board is willing to allow User to utilize a portion of the Storage Building for said purpose.

NOW, THEREFORE, for the consideration set forth below the Parties to this Agreement hereby agree to the following:

1. **USE.** The User shall have exclusive use of that storage room labeled *Soccer* in the Storage Building (“**Storage Room**”) for the storage of lacrosse related items that User utilizes for its use of the Turf Complex, subject to the terms and restrictions herein. The User shall not use the Storage Room for any other use and shall not store any flammable or explosive items or other items that violate local, state, or federal rule and regulations. The Storage Room will be provided with a locking system that secures the Storage Room for the User; provided, however, the Board shall not be responsible for any items stored in the Storage Room under this Agreement. Notwithstanding the above, the Board shall have access at all times to the said Storage Room and Storage Building to provide maintenance and for other necessary business purposes.
2. **TERM.** The term of this Agreement shall be from the Effective Date of this Agreement and shall expire on December 31, 2023 (“**Term**”), unless earlier

terminated by law or according to the provisions herein. The Term may be extended by User for a single extension term of twelve (12) months with an expiration date of December 31, 2024 on the condition that the User provides written notice of its intent to extend Term, which must be received by the Board no later than 30 days prior to the end of the expiring Term; provided that User is not in default of this Agreement. The Board has the right to terminate this Agreement for any reason by sending 30 days' written notice to User ("**Termination Notice**") and this Agreement shall terminate at the end of the said 30-day notice period. Upon expiration of the Term and any extension thereof or early termination, User shall remove all items from the Storage Room and return all keys. Any items that remain shall be considered abandoned and shall be the property of the Board. Expiration or early termination of this Agreement shall not relieve User of any unpaid amounts due to the Board under this Agreement.

3. **USE PAYMENT.** The User shall pay to the Board Six Hundred and No/100 Dollars (\$600.00) per year ("**Use Amount**") in monthly installments of Fifty and No/100 Dollars (\$50.00) ("**Installment**"). The Use Amount shall be prorated to the month of the Effective Date with the first Installment being due on the Effective Date and subsequent Installment payment due on the 1st of each successive month. The User may prepay the entire remaining Use Amount at any time and in the event this Agreement is terminated early, the Board shall return any remaining prepaid amounts to User for the months subsequent the termination date. In the event of any extension of the Term as provided for herein, the use amount for the extension shall be the same amount as the Use Amount and shall be subject to the Installment terms above.
4. **DEFAULT.** Failure of any of the Parties hereto to meet and satisfy any of their respective obligations shall be deemed a default under this Agreement. The non-defaulting Party shall send written notice to the defaulting Party listing the default(s). The defaulting party shall have thirty (30) days to cure said default(s). In the event the defaulting Party fails to cure said default(s) the non-defaulting Party may seek all and any legal remedies available to it by law, including but not limited to, injunctive and declaratory relief, and/or declare this Agreement terminated. The default(s) and the right of enforcement shall survive termination.
5. **INDEMNIFICATION.** The User shall defend, indemnify, and hold harmless the Board and the City, and their respective elected and appointed officials, officers, employees, agents and consultants for any and all claims whatsoever that arise as a result of the Users use of the Storage Room and for any claim of damages that occur to the equipment stored by User in the Storage Room.
6. **INSURANCE.** USER shall provide to the Board, prior to occupying the Storage Room, a certificate of liability insurance in a from and from a provider acceptable to the Board with minimum amount of \$1,000,000.00 each occurrence. The Board and the City shall be named as additional insured and the Board shall be

provided 30 days' notice of cancellation. Said certificate of liability insurance shall be maintained continuously during the Term and any extension thereof.

7. NOTICES. Any notice to the Parties herein shall be deemed to have been given or delivered if hand delivered or sent by certified mail addressed as follows:

If to Board:

Maple Grove Parks and Recreation Board
12951 Weaver Lake Road
Maple Grove, MN 55369
Attn: Director

If to User:

Maple Grove Youth Lacrosse Association
PO BOX 2254
Maple Grove, MN 55311
Attn: President

7. MISCELLANEOUS.

- a. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any case or controversy shall be venued in state court located in Hennepin County, Minnesota.
- b. *Assignability.* The terms and conditions of this Agreement may not be subleased, rented, or otherwise assigned by the User to any other party without the written consent of the Board.
- d. *Time is of the Essence.* Time is of the essence in the performance of the terms and obligations of this Agreement.
- e. *Entire Agreement; Modification.* This Agreement constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, each Party to this Agreement has caused it to be executed on the dates indicated below:

**OSSEO MAPLE YOUTH LACROSSE
ASSOCIATION**

Dated: _____, 2023.

Its:

Dated: _____, 2023.

Its:

**MAPLE GROVE PARKS AND RECREATION
BOARD**

Dated: _____, 2023.

Its: Chair

Dated: _____, 2023.

Its: Director