

AGENCY RENTAL AGREEMENT

THIS RENTAL AGREEMENT (the “**Agreement**”) is made and effective on the ____ day of _____, 2013 by and between the City of Maple Grove, a Minnesota municipal corporation (“**Maple Grove**”), and _____ (“**User**”).

WHEREAS, Maple Grove is the owner and operator of the North Metro Range located at 11390 89th Avenue North, Maple Grove, Minnesota (the “**NMR**”);

WHEREAS, User desires to rent the NMR from Maple Grove on an hourly basis for firearms and related training; and

WHEREAS, Maple Grove has agreed to rent the NMR to User pursuant to the terms and conditions in this Agreement as scheduled by the NMR Range Coordinator.

NOW, THEREFORE, in consideration of the mutual understandings and agreements hereafter set forth, Maple Grove and User agree as follows:

1. **Term**. This Agreement shall terminate on December 31, ____ (“**Rental Period**”). User and its officials, employees, volunteers and members shall be entitled to use the following areas of the NMR marked with an “X” during the Rental Period for the dates and time periods to be determined by the Range Coordinator:

- | | |
|---------------------------------------|---|
| <input type="checkbox"/> Firing Range | <input type="checkbox"/> Large Training Room (40 person maximum capacity) |
| <input type="checkbox"/> Simulator | <input type="checkbox"/> Small Training Room (20 person maximum capacity) |

2. **Rental Fee**. User agrees to pay Maple Grove for its use of the NMR based on the following hourly rates (calculated to the nearest quarter hour) or daily rates:

- | | |
|----------------------|-------------------------------|
| Firing Range: | \$190/hour |
| Large Training Room: | \$150 per day (up to 8 hours) |
| Small Training Room: | \$75 per day (up to 8 hours) |
| Simulator: | \$50/hour |

In addition to the rental fee, User shall pay Maple Grove \$____/hr per range officer Maple Grove requires to be on site at all times during User’s use of the NMR during non-public hours.

All fees are due and payable prior to use and are non-refundable.

3. **Right to Refuse Entry and Use**. Maple Grove and its officers, employees and agents (collectively, “**Maple Grove**”) shall have the right in its sole discretion to i) refuse to enter into a Rental Agreement or terminate the same if already executed, ii) deny entry into the NMR or firing range to any official, employee, volunteer or member of User, iii) refuse or limit the occupancy or use of the NMR, or iv) terminate the use or occupancy of and remove users from the NMR at any time without notice for a violation of any applicable law, rule or

regulation, or for no reason. Each of User's officials, employees, volunteers and members shall present valid photo identification to Maple Grove prior to their use of the NMR.

4. **Cancellation.** Maple Grove shall retain the right to cancel this Agreement without penalty upon mailing notice to the User at the address set forth below. User may cancel this Agreement by providing Maple Grove written notice of cancellation at least five (5) days prior to its next scheduled date for use of the NMR. If User does not provide Maple Grove timely written notice of cancellation, or User fails to appear for its scheduled date, User shall remain responsible for the agreed upon fees.

5. **Use of the NMR.** User certifies that it has read all rules and regulations related to using the NMR and agrees to be bound by and comply with the rules and regulations in addition to any applicable federal, state, municipal and local laws, ordinances and regulations while occupying or using the NMR. User shall be responsible for providing all applicable rules and regulations to and ensuring compliance with the same by User's officials, employees, volunteers and members. Maple Grove may terminate this Agreement at any time for a violation of the terms of this Agreement, NMR rules and regulations or a violation of any law, ordinance or regulation.

6. **Property Damage.** User shall not make alteration to, deface or damage the NMR or any portion thereof. User shall be liable for, and pay to Maple Grove upon demand, any and all property damage to the NMR caused by the User, its officials, employees, volunteers or members as said costs are determined by Maple Grove.

7. **Insurance.** User will, at all times during the Rental Period, have and keep in force a single limit or excess umbrella commercial general liability insurance policy of an amount not less than one million five hundred thousand (\$1,500,000) dollars per claimant for death, bodily injury, personal injury, property loss and/or damages and one million five hundred thousand (\$1,500,000) dollars for total personal injury, bodily injury, property loss and/or damages arising from any one occurrence. User shall provide proof of the required coverage upon Maple Grove's request.

8. **Workers' Compensation.** User waives the right to sue Maple Grove or any other governmental entity that has entered into to a joint powers agreement for the use and operation of the NMR ("**Partnering Entity**") for any workers' compensation benefits paid to User's employees or volunteers or their dependents, even if the injuries were caused wholly or partially by the negligence of Maple Grove, its officials, employees or agents.

9. **Damage to User's Equipment.** User shall be responsible for damages to or loss of its own equipment while using or occupying the NMR.

10. **Waiver and Assumption of Risk.** User knows, understands and acknowledges the risks and hazards associated with using the NMR and hereby assumes any and all risks and hazards associated therewith. User hereby irrevocably waives any and all claims against Maple Grove, its Partnering Entities and their respective officials, employees, agents and insurers for any bodily injury (including death), loss or property damage incurred by User as a result of using

the NMR and hereby irrevocably releases and forever discharges Maple Grove, its Partnering Entities and their respective officials, employees, agents and insurers from any and all claims or liability. User shall require each of its officials, employees, volunteers and members to sign and provide to Maple Grove the Waiver and Release form attached hereto prior to using the NMR.

11. **Nuisances Prohibited.** User agrees that use of the NMR is limited to firearms and related training and will not to occupy or use any portion of the NMR for any business or purpose which is unlawful, disreputable or deemed to be extra hazardous on account of fire or other hazard or permit anything to be done which would in any way increase the rate of fire insurance coverage on the NMR or its contents beyond its intended purpose as a firearms range.

12. **Indemnification.** User shall defend, indemnify and hold harmless Maple Grove, its Partnering Entities and their respective officials, employees, agents and insurers from any liabilities, judgments, losses, costs or charges (including attorney's fees) incurred by Maple Grove, its Partnering Entities and their respective officials, employees, agents and insurers 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 NMR by User or by User's officials, employees, volunteers and members.

13. **Authorized Representative.** User shall have one or more authorized representatives, as determined by Maple Grove, on site at all times while using the NMR to supervise the activities of its officials, employees, volunteers and members.

14. **No Waiver.** Nothing in this Agreement is intended or should be construed in any manner as a waiver of Maple Grove's immunities or tort limits contained in Minnesota Statutes chapter 466.

15. **Non-Exclusive Use; Assignment.** Use of the NMR by User is not exclusive. This Agreement may not be assigned, transferred or substituted.

16. **Waiver of Covenants.** Failure by Maple Grove to insist, in any one or more instances, upon strict performance of any term, covenant or condition of this Agreement or to exercise any option contained in this Agreement shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or option, but the same shall continue and remain in full force and effect. Maple Grove and the User shall not be deemed to have waived any provision of this Agreement until expressed in a signed writing.

17. **Assignment.** User may not assign its rights or obligations under this Agreement without the prior written consent of Maple Grove.

18. **Binding Agreement.** All of the covenants, conditions and agreements in this Agreement shall extend to, be binding upon, and inure to the benefit of Maple Grove and the User and their respective permitted successors and assigns.

19. **Survival.** If any term or provision in this Agreement is deemed invalid or unenforceable by any recognized tribunal, including a certified mediator, arbitrator or court of

competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the extent permitted by law.

20. **Captions.** The captions in this Agreement are for convenience only and are not part of this Agreement.

21. **Choice of Law.** This Agreement is declared to be a Minnesota contract and all of its terms shall be construed in accordance with Minnesota law.

22. **Entire Agreement.** This Agreement shall constitute the entire agreement between Maple Grove and the User and any prior understandings or representations of any kind preceding the execution of this Agreement shall not be binding upon either.

23. **Modification.** This Agreement may only be amended or modified by written instrument executed by both Maple Grove and the User.

24. **Acknowledgement.** Maple Grove and the User acknowledge that it has fully read, appreciates, and understands the words, terms, conditions and provisions of this Agreement and is fully satisfied with the same. Maple Grove and the User affirms and acknowledges that it has been, or had the opportunity to be represented by legal counsel of its choice.

25. **Authority.** The User represents and warrants that it has the power and authority to enter into this Agreement and the person or persons executing this Agreement on its behalf has full and complete legal authority to do so, and thereby binds them and, to the extent permitted by this Agreement, its successors and assigns.

Dated: _____

CITY OF MAPLE GROVE,
STATE OF MINNESOTA

By: _____
Authorized Representative

Dated: _____

Print Name of Agency

By: _____
Authorized Representative

Its: _____

Mailing Address of Agency:

