

**COMMUNITY EVENT COOPERATIVE LICENSE AGREEMENT
BETWEEN THE CITY OF NORTHFIELD AND _____**

This license agreement (the “Agreement”) is made this ___ day of _____, 2014, by and between the City of Northfield, a Minnesota municipal corporation (the “Licensor” or “City”), and _____, a Minnesota nonprofit corporation (“Licensee”), (collectively the “parties”).

WHEREAS, the Licensor is the owner of all parks, all City streets, public parking lots and public surroundings, which are located in the City of Northfield, County of Rice/Dakota, State of Minnesota; and

WHEREAS, the Licensee is a non-profit corporation registered with the Minnesota Secretary of State; and

WHEREAS, the Licensee desires to hold _____ (the “Event”) in _____ and other public areas of the City; and

WHEREAS, the Licensor is willing to permit such use, subject to the City’s Community Events Policy and terms, covenants, and conditions contained herein.

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. **Premises:** The Licensor is the owner of City parks, City streets and public parking lots in the City of Northfield (the “public areas”). The Licensee is hereby granted a terminable license to use the public areas listed herein below (the “Licensed Premises”) to hold the _____ according to the specifications, which are attached hereto and incorporated herein by reference as Exhibit A. The Licensee shall use the specified public areas only for the scheduled events and purposes stated in Exhibit “A” (the “scheduled events”).

[EXAMPLE OF EXHIBIT “A” WOULD BE THE OFFICIAL DJJD BROCHURE.]

[EXAMPLES:

All public spaces on which events are scheduled in Exhibit “A”, specifically including Central Park; Division Street from Second Street to Northfield Middle School; Third Street from Plum to Poplar; Poplar Street from Third Street to Fourth Street; Fourth Street from Poplar to Linden Street; Bridge Square and the Fourth Street Bridge; Water Street from Bridge Square to Sixth Street; Riverside Park; Ames Park; Northfield Safety Center park area; Rodeo Arena and grounds (North Babcock Park); River Walk Commons (East and West); Sechler Park; and the City land adjacent to the railroad tracks, located in the City of Northfield, Rice County, Minnesota, together with all buildings and facilities thereon, and with appurtenances thereto.]

2. **Term.** The term of this Agreement for the Event shall be for a period commencing at _____ a.m./p.m. CDT on _____, 2014, and ending at _____ a.m./p.m. CDT on _____, 2014.
3. **Purpose:** The following scheduled events and activities are hereby approved by the City of Northfield for inclusion in the _____: **[EITHER LISTED OR REFERENCE ATTACHED EXHIBIT "A"]**

[The schedule of events and activities for the Event are set forth in Exhibit A.]
4. **Permits and Compliance:** The Licensee agrees to obtain the permits and pay the permit fees as may be required by the City and other applicable governing bodies. This Agreement does not exempt the Licensee or any participants or spectators from observing all ordinances and laws, especially those pertaining to noise and to the sale and consumption of intoxicating liquor or 3.2% malt beverages.
5. **Portable Restrooms:** The location of all portable restrooms shall be approved by the Public Works Department. The restrooms shall be properly maintained and serviced, as needed, throughout the entire Event.
6. **Use of Licensed Premises:** Subject to the other terms and provisions contained herein, the Licensee shall be permitted to use the Licensed Premises only for the limited purpose of operating the scheduled events for the term stated herein. Licensee accepts the Licensed Premises in an "as is" condition. Scheduled events may be canceled without notice to the Licensor, but no scheduled events may be added or changed to a time not listed on the attached Exhibit A without the Licensor's consent following reasonable notice of the added or rescheduled event(s). During the term of this Agreement, the Licensee shall comply with all applicable laws, regulations, conditions, and covenants affecting the Licensed Premises, whether federal, state, local, or contractual, including but not limited to:
 - State electrical inspections
 - Annual inspection reports as required by Minn. Stat. § 184B.03.

Licensee is required to comply with all terms and conditions of the City of Northfield's Community Event Policy.

The Licensee shall not commit or allow to be committed any waste on, destruction of, or damage to, or nuisance on the Licensed Premises. Should the Licensee commit or allow to be committed any waste on or destruction to the Licensed Premises, the Licensee shall immediately restore the Licensed Premises to the original condition of the Licensed Premises at the inception of this Agreement, or, alternatively, pay to the Licensor the cost of restoring the Licensed Premises to the condition herein stated, payment to be made within 30 days from the date of written notice given by Licensor to the Licensee of the amount of such costs.

Licensee shall keep the Licensed Premises in a sanitary condition, remove all trash during and after the scheduled events, keep the Licensed Premises free from refuse, and provide

adequate portable toilets as necessary. Licensee shall instruct all vendors about recycling requirements, oil disposal and grey water removal and shall provide receptacles for collection of recyclables and other systems as needed. No alterations are allowed to City property without prior approval of the City. Licensee shall instruct vendors to remove all items from the Licensed Premises on or before the end of the license term provided in this Agreement. Any items that remain on the Licensed Premises after the expiration of the term of this Agreement, will be removed by the City with the costs being charged to the Licensee.

Licensee is required to use permanent tent anchors for tents where available. Licensee is required to arrange for the detection of underground utility locations before digging or pounding anything into the ground. The Gopher State One Call service is free and can be accessed at <http://www.gopherstateonecall.org/> or by calling 1-800-252-1166 or 811. All costs shall be borne by the Licensee.

Licensee shall have a nonexclusive license to stage and license all scheduled events occurring on the Licensed Premises, including but not limited to the parks, streets, sidewalks, and boulevards within the Licensed Premises, during the scheduled events for the license term. Businesses that have obtained an outdoor sales and service permit within the Licensed Premises shall be allowed to operate in the space designated on the permit.

7. **Licensor's Access:** The City, its employees, and its agents shall have the right to enter the Licensed Premises at all times for all reasonable purposes, including, without limitation, enforcing all applicable laws, regulations and/or ordinances, keeping the peace, and inspecting, cleaning, repairing, altering, or improving the Licensed Premises. Nothing in this Agreement shall be interpreted as requiring the City to perform any such acts independent of the requirements of the other provisions of this Agreement.
8. **Assignment or Transfer of License:** Licensee shall have no right to assign its interest in this Agreement without the prior written consent of Licensor. The Licensee, however, may license and sublet portions of the Licensed Premises to licensees, vendors and participants in the scheduled events, provided that the substance of this Agreement is carried forward into any agreements with licensees and vendors.
9. **Costs:** Licensee shall reimburse the City _____ for expenses the City expects to incur to facilitate the events. Additional costs will be billed to Licensee if in kind grant support is not approved or if volunteers do not complete tasks previously agreed to, including but not limited to the following:

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10. **Police And Fire Protection:** The City shall provide police and fire protection. The cost for additional police and fire protection for any scheduled events shall be borne by Licensee pursuant to Section 9 above. Notwithstanding Section 9, Licensee shall pay the City for any additional unanticipated or emergency costs and expenses above the amount stated in Section 9 incurred by the City in providing police and fire protection associated with the scheduled events.

11. **Maintenance Of Animals:** Licensee will be permitted to allow cattle, horses, and other animals on the Licensed Premises for the purposes of the scheduled events for a reasonable period before and after the particular scheduled event. The animals shall be maintained in a humane and orderly fashion so as to not cause a disturbance to the public. At no time during the term of this Agreement will Licensee be allowed to permit cattle, horses, or other animals to remain on the Licensed Premises for any reasons other than those stated herein.
12. **Traffic and Crowd Control:** The Licensee shall be responsible for establishing an adequate traffic and crowd control system. This system must be coordinated with and approved by the Police and Fire Departments. Every effort must be made by the Licensee to prevent parking in prohibited areas.
13. **Carnival Games:** All games in the carnival area must be games of skill rather than games of chance as defined by Minnesota statutes.
14. **Removal of Equipment, Tents and Portable Restrooms:** Equipment, tents and portable restrooms shall be removed the day after the close of the Event. The Licensee shall clean the Licensed Premises within two (2) days after the close of the Event. Representatives from the City and the Licensee shall inspect all Licensed Premises at the close of the Event to release the Licensee from its obligations under this Agreement.
15. **Cost of Electricity:** The Licensee will be responsible for paying for the costs of electricity used in conjunction with the Event.
16. **Insurance:** The Licensee shall at their expense maintain insurance as provided below and shall deliver to the City a certificate of insurance evidencing such coverage at least 45 days prior to the event.

Licensee shall require that all vendors and operators are covered by general liability coverage and that the Licensor has been named as an additional insured. Licensee is responsible to ensure that no vendor or operator shall be allowed to set-up operations until the Licensee has verified that the vendor or operator has the required general liability insurance coverage or is otherwise covered by Licensee's commercial general liability policy.

Licensee shall maintain a commercial general liability insurance policy with limits of at least: ...

[Note – this will depend upon the Class of event (risk/exposure) see Community Events Policy. Will be one of the following:

Class I - Low risk/exposure: It shall be the policy of the City to not routinely require insurance coverage for events classified as Class 1 - Low Hazard. This waiver of the insurance requirement is meant to cover small gatherings or ceremonies, are limited to passive participation by the public, require no use of electricity, and require no City services.

Class II - Moderate risk/exposure: Insurance coverage amounts of at least \$1,000,000/occurrence and \$2,000,000/aggregate or the limits of the event sponsor/licensee policy, whichever is greater.

Class III - High risk/exposure: Insurance coverage amounts of at least \$2,000,000/occurrence and \$4,000,000/aggregate or the limits of the event sponsor/licensee policy, whichever is greater.]

The organization responsible for any liquor licensed premises within the Licensed Premises as part of the Event, in addition to providing the above required insurance and certificate of insurance, shall also obtain the appropriate liquor license from the City pursuant to _____ below, shall maintain dram shop insurance in the amounts as specified above for general liability insurance, naming the City of Northfield as an additional insured, and shall provide a certificate of such dram shop insurance to the City Clerk at least 45 days prior to the Event.

All scheduled events proposed by the Event sponsor shall be covered events. Licensee shall specifically ensure that Licensee's liability insurance covers claims related to all of the activities and scheduled events that are part of the Event. If any scheduled event or activity is not fully covered and/or excluded by a vendor and/or participant's insurance policy, the Licensee must provide insurance for the scheduled event or activity at limits greater or equal to those required by the City. In addition, the Licensee will indemnify and hold harmless the City for any and all scheduled events and activities.

- 17. Indemnification:** Licensee shall indemnify, protect, save, hold harmless and insure the City, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages, including attorneys' fees, which may arise out of or be caused by Licensee or its agents, employees, contractors, subcontractors, vendors, licensees, participants, or with respect to Licensee's use or operation of the Licensed Premise. Licensee shall defend the City against the foregoing, or litigation in connection with the foregoing, at Licensee's expense, with counsel reasonably acceptable to the City. The City, at its expense, shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of the City. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.

This clause shall not be interpreted to release any vendor or operator from the requirement to provide insurance and certificates of insurance to the City as provided above, before set-up of operations will be allowed. Licensee shall collect from all participants prior to each scheduled event liability waivers signed by the participants in: runs, walks, bike rides, parades, pedal tractor pull, car shows, rodeo, tractor pull, soap box derby, participants of the bank raid reenactments, and any other like scheduled events occurring on City property. No one shall be allowed to participate in such scheduled events without signing a liability waiver in a form approved by the City.

18. **Liquor Licensed Premises:** No part of the Licensed Premises shall be used for the sale, service or consumption of alcoholic beverages, except as otherwise expressly permitted by the City pursuant to a liquor license duly issued by the City, and the following conditions shall apply to all such liquor licensed sites on the Licensed Premises, in addition to all other applicable state and local liquor regulations:

[WILL CONTAIN INFORMATION SPECIFIC TO EVENT . FOR EXAMPLE:

ALL LOCATIONS:

- a. Persons who wish to purchase or consume alcohol must verify that they are at least 21 years of age, must be identified with a readily identifiable wristband, and no one who does not have a wristband on and visible may purchase or consume alcohol at the site.
- b. There must be only one ingress and egress point to the site for the public where alcoholic beverages are to be served, except for emergency exits.
- c. The public entrance and any delivery point or other openings in the safety fencing around the licensed site must be attended and monitored by the licensee at all times.
- d. The entire licensed site must be closely monitored by the licensee to ensure that no one leaves the premises with an alcoholic beverage in hand and/or passes such a beverage to anyone off the site.
- e. If Licensee wishes to use a barrier other than safety fencing, alternative materials with similar safety qualities may be approved by the Chief of Police in his/her sole discretion.
- f. If a temporary on-sale intoxicating liquor license is issued to Licensee, Licensee shall sell only wine and/or malt liquor under such license on any premises licensed from Licensor and shall not sell other intoxicating liquor on such premises, with the exception of the tasting area at the rodeo event. The tasting area at the rodeo event is subject to all applicable liquor licensure requirements, those additional conditions of approval established by the City Council and those rules contained in Appendix B, which is attached hereto and incorporated herein by reference.
- g. Containers shall be provided for proper cigarette disposal. Licensee shall properly dispose of cigarettes/trash to keep these items out of the river and storm sewer system.
- h. All incidents and issues of security shall be immediately reported to the private security personnel and the Northfield Police Department.
- i. Music shall end no later than 11:00 p.m. on Thursday night and 12:45 a.m. on Friday and Saturday nights.

ENTERTAINMENT CENTER:

The entire perimeter of the Entertainment Center must be enclosed by a double row of safety fencing, each row at least 4 feet in height and with a minimum of 8 feet between the rows of fencing, except along the river. The fencing that is perpendicular to the river shall extend into the river to prohibit entrance along the river bank. Entrance to the Entertainment Center must be limited to persons who are verified to be at least 21 years of age.

SAFETY CENTER AND RODEO ARENA:

The entire perimeter of any area on the Safety Center and the Rodeo Arena property where alcohol will be sold or consumed must be enclosed by a single row of safety fencing at least

4 feet in height. Entrance to these areas may be open to persons of all ages so long as access to alcohol is limited to persons of legal age who are wearing the required wristband.]

19. **Contact Information:** The Licensee shall designate the contact persons responsible for the various areas and scheduled events and provide the City with the names and phone numbers of those contact persons for each scheduled event.

20. **Termination of Agreement:** If at any time Licensee breaches a material term of this Agreement, then this Agreement shall become null and void, at the option of the City, immediately upon the City's provision of written notice of the same to Licensee.

21. **General Provisions:**

A. **Voluntary and Knowing Action.** The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

B. **Authorized Signatories.** The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

C. **Notices.** The parties' representatives for notification for all purposes other than as provided in section 19 are:

CITY:

Deborah Little
City Clerk
801 Washington Street
Northfield, MN 55057
Phone: 507-645-3001
Email: deb.little@ci.northfield.mn.us

LICENSEE:

Phone:
Email:

- D. Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the parties.
- E. No Partnership, Joint Venture, or Fiduciary Relationship.** Nothing contained in this Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the parties.
- F. Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, Licensee agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Licensee and involve transactions relating to this Agreement.

Licensee agrees to maintain these records for a period of six years from the date of termination of this Agreement.

- G. Force Majeure.** The parties shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement then the party affected by force majeure shall give written notice with explanation to the other party immediately.
- H. Compliance with Laws.** Licensee and its licensees, vendors, operators and other participants in the events shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs, scheduled events, activities and staff for which Licensee is responsible.
- I. Governing Law.** This Agreement shall be deemed to have been made and accepted in Rice County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.
- J. Data Practices.** The parties acknowledge that this Agreement is subject to the requirements of Minnesota’s Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
- K. No Waiver.** Any party’s failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party’s right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.

- L. Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- M. Entire Agreement.** These terms and conditions constitute the entire Agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.
- N. Headings and Captions.** Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- O. Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of the City and Licensee arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.
- P. Execution.** This Agreement may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any party to the counterpart shall be deemed a signature to the Agreement, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing party.

[Signature page to follow]

XIV. SIGNATURES

IN WITNESS WHEREOF, the Parties have hereunto executed this document the day and year first above written.

By: _____
_____, Its _____

Date: _____

CITY OF NORTHFIELD

By: _____
Dana Graham, Its Mayor

Date: _____

By: _____
Deb Little, Its City Clerk

Date: _____

EXHIBIT A

SCHEDULE OF EVENTS