

## **FACILITIES USE AGREEMENT**

### **City of Marble and ISD No. 316, Greenway Schools Baseball Field**

THIS AGREEMENT, entered into and between the **CITY OF MARBLE**, hereinafter referred to as "**City**", and **INDEPENDENT SCHOOL DISTRICT NO. 316, GREENWAY SCHOOLS**, hereinafter referred to as "**School District**".

### **RECITALS**

The parties hereto recite and declare that:

1. **City** has the right of possession of a baseball field known as the Steve Hecimovich Memorial Baseball Field located in the City of Marble;
2. **School District** desires to use and access the baseball field for its interscholastic, extracurricular, curricular, educational and athletic programs.
3. That parties desire to enter into a facility use agreement defining their rights, duties, and liabilities relating to the baseball field, and with regard to their relationship with one another.

**FOR THE REASONS SET FORTH ABOVE AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES HERETO, THE PARTIES COVENANT AND AGREE, AS FOLLOWS:**

## **SECTION I**

### **PURPOSE AND DESCRIPTION OF PREMISES**

**City** shall allow and permit **School District** to use and access the baseball field, on a non-exclusive basis, including the baseball field and other relevant portions of the facility and its equipment, so as to serve the purpose set forth below. The facilities use shall include, but not be limited to, the following:

- a) High school interscholastic A and B squad baseball games;
- b) Interscholastic A and B baseball practices for up to three hours per day during the season, Monday through Friday, with a two-hour session on Saturdays, as arranged by the parties;
- c) Such other extracurricular, curricular, educational and athletic program uses as can be arranged and scheduled.

The express purpose of this facilities use agreement is to allow and permit **School District** the use and access of and to the aforementioned land, facilities, parking lot and equipment for purposes of conducting Minnesota State High School League sanctioned interscholastic programs, physical education, recreational, athletic, extracurricular and curricular programs, and such other programs and uses which are within the educational purpose and mission of **School District**.

## **SECTION TWO**

### **TERM**

This Facilities Use Agreement is for the 2025-2026 school year of **School District**, but shall continue and be ongoing, subject to the other provisions herein, unless and until cancelled in writing by either party upon two months' written notice.

### **SECTION THREE**

#### **CONSIDERATION**

**School District** agrees to pay to **City** during the term of this Facilities Use Agreement, as follows:

- a) Payment for the 2025-2026 school year shall be \$3,000 for the facility.
- b) Payment for each succeeding year unless cancelled by either party shall be subject to negotiation by and between the parties.

Payment shall be made annually by **School District** in a way and manner agreed to by and between the parties. The **City** will invoice the **School District**.

### **SECTION FOUR**

#### **SPECIFIC USES**

This Facilities Use Agreement includes all team and individual practices, whether scheduled or unscheduled, all competitive matches and events, including playoffs and post-season activities. It shall also include any other physical education, recreational, athletic, extracurricular or curricular programs, which are within the educational purpose and mission of **School District**. The parties shall work together to coordinate **School District's** use of the facilities with other users of the facility, but **School District** shall be given priority should there be conflicts.

### **SECTION FIVE**

#### **WASTE, NUISANCE, UNLAWFUL ACTIVITY AND REQUIRED SUPERVISION**

**School District** shall not allow or permit any waste or nuisance in conjunction with its use of the facility; or use, or allow to be used, the facilities for any unlawful or hazardous purpose or activity. Further, **School District** agrees that it shall provide proper supervision of its students in conjunction with any intended use of the facilities as set forth herein. The supervision provided shall be in accordance with the laws of the state of

Minnesota, the ordinances of the City of Marble, and the rules and regulations of the Minnesota State High School League and the Minnesota Department of Education.

**School District** shall be responsible for providing and hiring qualified personnel for crowd control during any scheduled interscholastic competitions, including playoffs and post-season activities.

## **SECTION SIX**

### **MAINTENANCE, REPAIR AND CLEAN-UP**

**City** shall during the term of this agreement, at its own expense, repair, replace and maintain the facility and its parking area in a good and safe condition, including the facilities and equipment contemplated to be used by this agreement, and all relevant portions thereof. **City** shall have the responsibility to repair and maintain and keep the facilities and equipment in workable and safe condition appropriate to the use to which the facilities and equipment will be utilized.

**School District** shall prepare the baseball field prior to every interscholastic game or competition to ensure that the field is in a proper condition for the expected and anticipated use.

## **SECTION SEVEN**

### **HOLD HARMLESS AND INDEMNIFICATION**

Each party shall hold harmless and indemnify the other against all expenses, liabilities, and claims of every kind, by or on behalf of any person or entity, arising out of:

1. Failure by either party to perform any of the terms or conditions of this facilities use agreement;
2. Any injury or damages happening on or about the facility as a result of the other's activities and/or programs, or in conjunction with the use of the facilities and its equipment;

3. Failure to comply with any law, rule, regulation or safety standard of any governmental agency or authority;
4. The actions of either party, whether by omission or commission, which in any way relate to this facility use agreement and the performance of its obligations and duties in conjunction therewith.

## **SECTION EIGHT**

### **DISPUTE RESOLUTION**

Any disputes arising from this agreement or the use of the facilities, including any ability to negotiate future considerations, shall be submitted to mediation through the Bureau of Mediation Services, and, if unsuccessful, to binding arbitration through the Bureau of Mediation Services and its procedures. Should arbitration be necessary, each party shall be responsible for its own costs and expenses.

## **SECTION NINE**

### **ASSIGNMENT**

**School District** shall not assign its rights under this facility use agreement, or any right or privilege connected with the facilities use agreement, to any one or any entity without first obtaining the written consent of **City**.

## **SECTION TEN**

### **WAIVER**

Waiver by either party of any breach of any covenant or duty under this facility use agreement is not a waiver or breach of any other covenant or duty, or any subsequent breach of this same covenant or duty.

## **SECTION ELEVEN**

### **OTHER PROVISIONS**

The following other provisions shall be integral terms of this agreement:

- a) The possession, use or display of beverages containing alcohol shall not be permitted during any school activities or functions within the facility. Smoking and use of tobacco products shall be prohibited during any school activities within the facility;
- b) **City** shall be responsible for all utilities related to the facility;
- c) **School District** shall have exclusive control over ticket pricing. However, City and essential employees shall be permitted to enter the facility premises during games without charge;
- d) **School District** shall have exclusive rights to any broadcasts or rebroadcasts of its games;

## **SECTION TWELVE**

### **RELATIONSHIP BETWEEN THE PARTIES**

Nothing contained in or by this facility use agreement shall be deemed, construed or interpreted as to create a partnership or joint venture between the parties, or to create any other relationship between the parties other than that which is clearly provided and intended hereby.

## **SECTION THIRTEEN**

### **GOVERNING LAW AND INTERPRETATION**

It is agreed that this facility use agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of the state of Minnesota.

Any ambiguities in conjunction with the enforcement or interpretation of this agreement shall not be construed or resolved as against either party.

**SECTION FOURTEEN**

**REPRESENTATION OF AUTHORITY TO SIGN**

Each party represents and warrants that the person(s) signing and executing this facilities use agreement on its behalf has been properly authorized to do so by the governing board(s) of each entity, and that such action taken is consistent with its own charters, by-laws, rules, procedures, and resolutions, and in accordance with the laws of the state of Minnesota.

**SECTION FIFTEEN**

**PARAGRAPH HEADINGS**

The titles to the paragraphs of this facilities use agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

**IN WITNESS WHEREOF**, the parties above named have executed this Facilities Use Agreement to be effective upon approval and signature of the parties.

**CITY OF MARBLE**

By Sarah Litzhke  
Its City Clerk  
Date 6-30-2025

**INDEPENDENT SCHOOL DISTRICT  
NO. 316, GREENWAY SCHOOLS**

By \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_