

**RAMSEY COUNTY PROPERTY USE AGREEMENT FOR PUBLIC USERS
(EXCLUDING ST. PAUL CITY HALL/RAMSEY COUNTY COURTHOUSE, RAMSEY COUNTY
GOVERNMENT CENTER EAST, RAMSEY COUNTY GOVERNMENT CENTER WEST,
LIBRARIES, AND LANDMARK CENTER)**

As represented by the signature below, the User agrees to the terms and conditions stated herein, in relation to the following Permitted Use at the identified Ramsey County real property ("Property"):

User Name: _____

Description of Use: **Working at yard waste site to assist the public and raise funds for the community group.**

Date(s) of Use: _____

Time of Use: From _____ AM/PM to _____ AM/PM

County Property: Circle One) Arden Hills Mounds View White Bear Township

Number of workers expected to attend:

Definitions

- a. "Department" means Saint Paul – Ramsey County Public Health (SPRCPH).
- b. "User" means the organization volunteering time at the yard waste sites; the principal contact for the User is the person completing the application on behalf of the organization.
- c. "Permitted Use" means the User's volunteer activities to assist members of the public with debagging or unloading yard waste.
- d. "Property Contact" means the staff member of the Department assigned to work with the User.

TERMS AND CONDITIONS

1. The User shall maintain and keep in force for the duration of the Permitted Use, at a minimum, commercial general liability insurance of \$1,500,000 per occurrence. \$2,000,000 general aggregate. The User will add Ramsey County, its officials, employees, and agents, to the policy as an additional insured with respect to the Permitted Use. Ramsey County may, at its discretion, require additional insurance of the User or modify the insurance requirements. Proof of insurance shall be submitted along with the signed Use Agreement and is subject to approval by the Ramsey County Attorney's Office.
2. The following will not be permitted:
 - a. Smoking.
 - b. Possession, consumption, serving or sale of intoxicating beverages, wine or beer.
 - c. Sale of goods or services, except as approved by the Property Contact.

- d. Attachment of any posters, stickers, signs, banners or other materials to the interior or exterior of any building or other facility located on the County Property without prior approval of the Property Contact.
 - e. Moving of any yard waste signs, materials or equipment, without prior approval of the Property Contact.
 - a. Improper disposal of rubbish, spitting, creation of any hazard to persons or property, throwing of articles of any kind from the County Property, climbing upon any part of the County Property, and the negligent or willful destruction, damage or removal of property, or any part of the County Property.
 - b. Conduct that tends to impede or disturb public employees in the performance of their duties, or that otherwise impedes or disturbs the public in its access to the County Property.
 - c. Carrying firearms, ammunition or other dangerous or deadly weapons.
 - d. Carrying explosives.
 - e. Dogs or other animals, except Service Animals.
 - f. The User may accept donations from the public, using a bucket or box located at the exit from the yard waste site. In no event shall any of the User's volunteers initiate requests for donations from site users, or in any manner encourage or create an expectation that donations are required.
 - g. Conduct prohibited by federal, state or local laws or ordinances.
3. The User shall:
- a. Obtain a fully executed Use Agreement before announcing or conducting a Permitted Use at the County Property.
 - b. Provide the name, address and age (for those under the age of 18 years) of all persons participating in the program.
 - c. Provide a parental consent form signed by a parent or legal guardian for all participants under the age of 18 years.
 - d. Comply with all applicable state, federal and local laws, codes and ordinances, including permit requirements and fire codes.
 - e. Designate a person or persons responsible for supervising during the Permitted Use, and notifying the Yard Waste Site Monitor when the User's personnel arrive at the site.
 - f. Leave the yard waste site in the condition that it was in prior to the start of the User's Permitted Use.
 - g. Designate a person or persons responsible for supervising during setup, takedown, cleanup and the duration of the Permitted Use, and for notifying the Property Contact when setup begins.
 - h. If requested by the Property Contact, bring the Permitted Use into compliance with the terms of this Agreement, or vacate the County Property, if not brought into compliance.
 - i. Identify all of the User's workers with safety vests provided by the Department, and the safety vests must be worn at all times while on the site.
 - j. Assure that a User's representative attends an orientation to site operations and safety at a time designated by the Property Contact, and the User's representative shall assure that all volunteers working on the site receive appropriate training before working.
4. The User accepts all responsibility for damages to the County Property, and its contents, and for personal injury or death to Permitted Use attendees, occupants of the County Property, and visitors to the County Property, and agrees to defend, indemnify and hold harmless Ramsey County from any liability, damages or costs, including reasonable attorneys' fees, as a result of any action, claim, cause of action or judgment, relating to or resulting from the User's Permitted Use.

5. In the event of public need, the Property Contact shall have the right to cancel a reservation or Permitted Use. Every attempt will be made to give the User as much advance notice as possible. In the event of such cancellation the County shall have no obligation to provide comparable accommodations nor shall the County be held responsible for any expense or extra expense incurred in relation to the Permitted Use, including but not limited to promotion, relocation or cancellation of the Permitted Use.
6. The User agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual orientation, disability, or age.
7. The User agrees that no promotional materials may be distributed, and that no collection of donor or individual names or information will occur.

User Group Name: _____

User Group Contact Signature:

Print Name: _____

Title in Community Group: _____

Telephone: _____ Email: _____

Date: _____

DO NOT WRITE BELOW THIS LINE **FOR PROPERTY CONTACT ONLY**

Insurance approved (County Attorney): _____

SPRCPH Environmental Health Director Approval: _____

Date: _____

Application Approved: _____

Application Denied: _____

Reason: _____

Name: Rae Eden Frank, Environmental Health Director

Title: Saint Paul – Ramsey County Public Health

Date: _____