

City of New Auburn
SCOREBOARD USE AGREEMENT
P.O. Box 127
New Auburn, Mn 55366
320-864-5831

1. **Agreement made on** _____ for the date the scoreboard to be used is _____.
2. **Parties:** City of New Auburn (heretofore known as the city) and _____ (heretofore known as the undersigned).
3. **Property to be used:** The city agrees to allow the undersigned use the scoreboard and anything affiliated with the use of the scoreboard.
4. **Rent:** The rent for this is 0.00, payable upon the signing of the scoreboard use agreement to the City Clerk of the City of New Auburn.
5. **Security Deposit:** The undersigned shall deposit with the city the sum of \$0.00 before using the property, as a security deposit. The security deposit (which should be given as a separate check) is only cashed in the event of damage to the property. If there is any damage to the scoreboard or any affiliated property, the security deposit will be used to pay for the actual damages or replacements.
6. **Damages:** If there are any damages to the scoreboard or any affiliated property, the undersigned will pay for the actual damages or replacement of the scoreboard, the key pad, the carrying case, and anything else that is affiliated with the scoreboard.
7. **Sublease:** The undersigned may not sublease the property without the written consent of the city.
8. **Indemnification:** The undersigned agrees to indemnify and hold harmless the city, the city's agents, employees, and members from and against, any claims, damages, losses, and expenses, including reasonable attorney's fees, in case of any and all actions, legal or otherwise, against the city arising out of the use of the property. The undersigned agrees that this means that if the city is sued by any party or person that claims that the city is liable because of this agreement for any reason, the undersigned agrees to provide a defense for the city against any such lawsuit, and agrees to pay for the city's attorney's fees if such a lawsuit is brought. If any court would find that the city is liable to any other party for any reason which results from this agreement to the undersigned agrees to pay the costs of city's liability to the third person that brought the suit. This protection for the city extends to the city's agents, people that work for the city, and members of the city.
9. **Policies:** The undersigned agrees to follow any and all park and scoreboard policies.

Signed By City:

Signed By Person using the scoreboard:

Signature & Date

Signature & Date