

## AGREEMENT

This Agreement is between the City of Grand Rapids (“City”) and Grand Rapids Community Celebration, Inc., a 501 (c) (3) registered with the State of Minnesota, AKA Tall Timber Days (“TTD”), to jointly operate Tall Timber Days (“Event”) in the downtown area of Grand Rapids, Minnesota.

WHEREAS, TTD has operated over 40 years and has a positive impact on the community’s tourism, industries like hotels, restaurants, small businesses; and

WHEREAS, the City has been an informal partner of TTD for over 40 years; and

WHEREAS, The City and TTD, desire to formalize an agreement identifying responsibilities.

NOW, THEREFORE, in exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Scope of Work.
  - a. The name of the Event is “Tall Timber Days”.
  - b. The Event shall occur yearly on the first full weekend of August.
  - c. The Event shall be held downtown along with a parade route that utilizes 3<sup>rd</sup> Avenue NE, 5<sup>th</sup> or 6<sup>th</sup> Street NE, and 2<sup>nd</sup> Avenue NW.
  
2. Responsibilities
  - a. The City shall provide the following items at no-cost to TTD:
    - i. Provide the venue.
    - ii. Provide public safety through Police Department and Police Reserves.
    - iii. Provide temporary traffic control.
    - iv. Create temporary fencing around the beer garden.
    - v. Provide bleachers.
    - vi. Deliver power carts to Central School.
    - vii. Fill lumberjack pool with 5,000 gallons of water.
    - viii. Provide garbage/refuse removal.
    - ix. Contract with the bands.
    - x. Clean up and sweep streets and parking lots after event.
    - xi. Shall allow a banner on the south wall of City Hall from June 1 through July 30<sup>th</sup>, 2023, with a maximum dimension of 10 feet wide x 20 feet high. The banner must identify the City as a partner and contain the City logo/brand.
    - xii. Shall provide insurance for the Event.
  - b. TTD shall provide all other items at no-cost to City.
  
3. Financials
  - a. The City shall:
    - i. Not receive any proceeds from the Event with the exception of fees for the bands.
  - b. TTD shall:
    - i. Reimburse the City for the band fees.

4. Hold harmless
- a. The City and TTD, agree to hold the City of Grand Rapids, its officers, agents, employees, successors and assigns, harmless and to indemnify them against any and all claims or liability for any claims, actions, causes of action, suits, or demands of any sort for damages on account of personal injuries related to or arising out of the use of the premises by the above-named parties or any of its agents, employees, officers, or independent contractors.
  - b. The City and TTD, must maintain Worker Compensation Policies covering all of their employees, and will ensure that subcontractors, and all other personnel who are involved in the installation, operation and or maintenance of the equipment provided by the Producer do as well. Volunteers are exempt from this agreement.

IN WITNESS WHEREOF the parties have signed this Agreement as of the date set forth below.

**City of Grand Rapids:**

By: \_\_\_\_\_

Name: Dale Christy, Mayor

By: \_\_\_\_\_

Name: Kim Gibeau, City Clerk

**Tall Timber Days:**

By: \_\_\_\_\_

Name: \_\_\_\_\_