

CAMP HOST AGREEMENT

AGREEMENT made between **INSERT CAMP HOSTS NAME(S)** hereinafter referred to as the “Camp Hosts” and City of Mankato, State of Minnesota, hereinafter referred to as the “City” for the Land of Memories Campground.

RECITALS: Camp Hosts are willing to enter into this Agreement with the City, and City is willing to retain the Personal Services of Camp Hosts, on the terms, covenants, and conditions set forth hereinafter.

SECTION ONE – AGREEMENT. The City hereby retains the Personal Services of **INSERT CAMP HOSTS NAME(S)** to serve as Camp Hosts of “Land of Memories Campground at 100 Amos Owen Lane, Mankato MN. The duties of Camp Hosts: See EXHIBIT A.

SECTION TWO – TERM OF AGREEMENT. The term of this agreement shall be a period of “seven months beginning **April 1, 2025, and ending October 31, 2025**, subject to prior termination as hereinafter provided. This agreement is renewable by mutual agreement of both parties. Camp Hosts shall request in writing said renewal not less than sixty (60) days prior to the expiration of this Agreement.

SECTION THREE – COMPENSATION TO CAMP HOSTS. The City shall provide Camp Hosts, and Camp Hosts shall accept compensation/services from the City: see EXHIBIT A.

SECTION FOUR – CAMP HOST BENEFITS. It is understood and agreed by both City and Camp Hosts that the Camp Hosts are independent contractors with respect to the City and are not employees of the City and shall receive none of the benefits available to City of Mankato employees including but not limited to vacation time, sick leave, personal holiday, medical insurance, dental insurance, vision insurance, etc.

SECTION FIVE – CAMP HOSTS’ INABILITY TO CONTRACT FOR THE CITY. Notwithstanding anything herein contained to the contrary, Camp Hosts shall not have the right to make any contracts or commitments for or on behalf of the City without first obtaining the written consent of the City.

SECTION SIX – AGREEMENTS OUTSIDE OF CONTRACT. This contract contains the complete agreement concerning the personal services agreement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties.

SECTION SEVEN – MODIFICATION OF CONTRACT. No waiver or modification of this Agreement or of any covenant condition or limitation herein contained shall be valid unless in writing and duly executed by each party.

SECTION EIGHT – TERMINATION. This agreement may be terminated by either party for any reason upon twenty-eight (28) days' written notice to the other. In the event of any violation by the Camp Hosts of any of the terms of this contract, the City thereon may terminate this Camp Host Agreement with notice to the date of such termination. Upon written notice for the City of the Camp Hosts that City intends to terminate this Agreement based upon the Camp Hosts' breach of this Agreement the Camp Hosts shall have seven (7) days to cure or remedy the alleged breach to the satisfaction of the City's Public Works Department or that Department's designated representative. In the event of a severe breach of this Agreement as determined by the Department's designated representative, the City may prohibit the Camp Hosts from carrying out the day-to-day duties of the Camp Hosts described in this Agreement at any time deemed necessary by the City.

SECTION NINE – PHYSICAL DEMANDS. The physical demands described herein are representative of those that must be met by the Camp Hosts to successfully perform the essential functions of the Camp Host position. Reasonable accommodation(s) may be made to enable individuals with disabilities to perform the essential functions.

While performing the Camp Hosts' duties, the Camp Hosts are exposed to outside weather conditions. The Camp Hosts' duties require sufficient physical ability and mobility to perform heavy and light labor, occasionally lifting and/or moving objects up to 35 pounds. Tasks regularly include walking, standing, stooping, reaching, lifting, and repetitive motion. A good sense of smell, normal range of vision and hearing are required. Common eye, hand and finger dexterity is required for most essential functions.

SECTION TEN – SEVERABILITY. All agreements and covenants contained herein are severable, and in the event of any of them with the exception of those contained in Sections One and Three hereof, shall be held to be invalid by any competent court, this contract shall be interpreted as if such invalid agreements or covenants were not contained herein.

SECTION ELEVEN – CHOICE OF LAW. It is the intention of the parties hereto that this Agreement and the performance hereunder and all suits and special proceedings hereunder be construed in accordance with and under and pursuant to the laws of the State of Minnesota and that in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Minnesota shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action of special proceeding may be instituted.

SECTION TWELVE – DUTIES OF THE CAMP HOSTS. It is understood by both the City and the Camp Hosts that the Camp Hosts agree to complete the duties listed in Exhibit A in a conscientious and workmanlike manner.

SECTION THIRTEEN – SAFETY POLICY. It shall be a condition of this Agreement that the Camp Hosts shall follow applicable safety practices and use appropriate personal protective equipment as set forth in the City of Mankato Safety Policy. The Camp Hosts shall be provided with not less than two (2) hours of training with respect to the City’s Safety Policy.

SECTION FOURTEEN – INDEMNIFICATION AND HOLD HARMLESS. Camp Hosts agree and covenant to indemnify, defend, and save harmless the City and those persons who were, now are, or shall be duly elected or appointed officials or members or employees thereof, of the City, against and from any loss, damage, cost, charge, expense, liability claims, demand or judgement of whatsoever kind or nature whether to persons or property, arising wholly or partially out of any acts, action, neglect, omission, or default, on the part of the Camp Hosts. In case of suit or cause of action shall be brought against the City on the account of any act, action, neglect, omission, or default on the part of the Camp Hosts, the Camp Hosts hereby agree and covenant to appear and assume the defense thereof and to pay any and all costs, charges, attorney fees and other expenses, and any and all judgments that may be incurred or obtained against the City. In the event the City is required to institute legal action and or participate in legal action to enforce this indemnification and hold harmless clause, the Camp Hosts agree to immediately notify City of Mankato in writing of any claim or suit against the City to which this paragraph applies. The indemnification provisions have been mutually negotiated between the parties.

SECTION FIFTEEN – INSURANCE. Camp Hosts shall carry and shall provide proof of insurance with the following limits for the duration of this Agreement:

1. General liability insurance with not less than the following limits of coverage: \$500,000 combined single limit occurrence of bodily injury and property damage. This liability insurance policy shall have a thirty (30) day cancellation notice in the event of termination or material modification of coverage, or ten (10) day notice of cancellation for non-payment of premium.
2. Automobile liability insurance in the following amounts for their personal vehicles

Third party liability:	Not less than \$100,000/\$300,000
Property damage:	Not less than \$50,000
Personal injury protection:	Not less than the statutory minimum
Uninsured/underinsured:	Not less than is obtained by the Camp Hosts for third party liability
3. The Camp Hosts will obtain and maintain A) motor home insurance (actual cash value) and B) “Homeowner’s” or “Renter’s” insurance against loss or liability with respect to their mobile residences.
4. Said insurance policies will be primary to any insurance or self-insurance held by the City.

Proof of insurance shall be in the form of a certificate of insurance naming the City as 'additional insured' on the general liability insurance policy.

SECTION SIXTEEN – PERSONNEL POLICY. It shall be a condition of this Agreement that the Camp Hosts comply with the personnel policies of the City of Mankato Personnel Manual including, but not limited to, the following:

- Code of Ethics Policies and Procedures;
- Rules of Conduct Policies and Procedures;
- Alcohol and Drug Free Workplace Policies and Procedures;
- Anti-Harassment Policy Policies and Procedures; and
- Violence in the Workplace Policies and Procedures

SECTION SEVENTEEN – PERSONAL PROPERTY. All personal property belonging to the Camp Hosts shall be removed by the Camp Hosts by the end of the term of this agreement.

SECTION EIGHTEEN – NONDISCRIMINATION. The Camp Hosts will not discriminate against any person in performance of the Camp Hosts' obligations under this Agreement on the basis of age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

SECTION NINETEEN – BACKGROUND CHECK. Prior to beginning the duties of this agreement, the Camp Hosts shall be required to complete and pass a City of Mankato criminal background check.

IN WITNESS WHEREOF, the parties have executed this agreement at City of Mankato, Minnesota on this, the _____ day of _____, 20____.

CAMP HOST SIGNATURE(S)

_____ **Date** _____

_____ **Date** _____

CITY OF MANKATO SIGNATURE

_____ **Date** _____