

RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20___, by and between the **City of Minneapolis**, a Minnesota municipal corporation ("CITY"), and _____, a Minnesota corporation or individual ("Grantee").

WHEREAS, the CITY is the fee owner of certain real property located at

_____ (enter address, legal description or reference to other identifying information) in Minneapolis, Minnesota ("Premises")

WHEREAS, Grantee desires to enter onto the Premises for the purpose of environmental testing, appraisals, and other inspections and any additional work or subject to any additional conditions as specified in Paragraph 8 below:

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. **Right of Entry.** The CITY hereby authorizes the Grantee and its employees, agents or contractors to enter upon the Premises for the purposes set forth above, and Grantee specifically agrees that its conduct shall be limited to those purposes only. Grantee, its agents, contractors, employees or invitees shall conduct their activities on the Premises in an orderly and lawful manner, securing at their own expense all required permits and licenses. A copy of the results of any such testing or investigation shall be promptly provided to the City by Grantee.
2. **Term of Right of Entry.** Grantee shall have the right to enter upon the Premises for the purposes described herein commencing on _____, and terminating on _____ (not to exceed six (6) months).
3. **Hold Harmless and Indemnity.** Grantee agrees to pay and to protect, indemnify and save harmless CITY from and against any and all liabilities, damages, costs, expenses (including reasonable attorneys' fees), causes of action, suits, claims, demands, or judgments of any nature whatsoever arising from the following:
 - (a) Any work or thing done by Grantee or at its direction in, on, or about the Premises.
 - (b) Injury to, or the death of persons or damage to property on the Premises or upon adjoining sidewalks, trees, fences, gates, streets, alleys, curbs, or in any manner growing out of or connected with the use, non-use, condition, possession, operation, maintenance, management, or occupation of the Premises or resulting from the condition thereof or of adjoining sidewalks, trees, fences, gates, streets, alleys, or curbs.
 - (c) Any negligence on the part of Grantee or any of its agents, contractors, servants, employees, licensees, or invitees.
 - (d) Violation of any agreement or condition of this Right of Entry or of conditions, agreements, restrictions, statutes, charters, laws, rules, ordinances, or regulations affecting the Premises or the ownership, occupancy, or use thereof.
4. **Condition of Premises.** Grantee, at its sole expense, agrees to keep the Premises in neat, clean and safe condition, agrees not to make any improvements without the prior written approval of the CITY, and agrees to restore the Premises to its original condition and replace any damaged improvements prior to return of the Premises to the CITY.

Grantee shall deposit _____ Dollars (\$ _____) with the CITY as a refundable damage deposit, and will be responsible for the cost of all services, equipment, labor and utilities used in conducting its permitted activities on the Premises. The damage deposit will be promptly refunded to Grantee if Grantee is in compliance with this Section 4 upon termination of this Agreement. The amount of the damage deposit shall be determined by the CITY representative signing this Right of Entry. In setting the deposit amount, the CITY representative shall consider Grantee's length of use and to what extent Grantee's activities are likely to cause damage to the Premises.

5. **Insurance.** Grantee shall procure at its own expense the following insurance coverage, naming the CITY as an additional insured, and shall furnish the CITY with a certificate of said insurance prior to entering upon the Premises:
 - (a) Worker's compensation insurance.
 - (b) Comprehensive general liability insurance with a limit of not less than \$1,000,000 for each occurrence, naming the City as an additional insured.
6. **Scope of Right of Entry.** The grant of the Right of Entry to the Grantee by the CITY shall not be assignable and not confer any estate, title, or exclusive possessory rights in the Premises to Grantee, and may be terminated upon twenty-four (24) hours written notice by the CITY to Grantee; provided that the provisions of Section 3 hereof shall survive termination of this Right of Entry.
7. **Notices.** All notices and demands required hereunder shall be in writing and shall be deemed given when personally delivered or sent by first class mail, addressed to the parties:

Grantor:

City:

8. **Additional Provisions:**

IN WITNESS WHEREOF, the parties hereto have executed this Right of Entry Agreement as of the day and year first written above.

(Name of Corporation or Partnership, if applicable)

By _____
Signature

Printed Name of Signatory

Its _____
Title

CITY OF MINNEAPOLIS

By _____
Its _____