

EXHIBIT 1

VENDING SERVICE LEASE AGREEMENT

BETWEEN THE CITY OF DULUTH

AND FUN TIME, LLC

This VENDING SERVICE LEASE AGREEMENT is effective as of the date of attestation by the City Clerk ("Effective Date"), by and between the CITY OF DULUTH, a municipal corporation organized and existing under the laws of the State of Minnesota ("City"), and Fun Time, LLC, d/b/a Wheel Fun Rentals, a Minnesota limited liability company ("Lessee").

WHEREAS, the City is the owner of the Pilot House of the vessel George Hindmand located in Canal Park on property adjacent to the Marine Museum Parking Lot at the Lakewalk trailhead ("Pilot House" or "Leased Premises"); and

WHEREAS, the City desires to lease the Pilot House to a private user whose use will complement the development and character of the Canal Park area and generate revenues for the City; and

Whereas, Lessee owns a business to provide a bicycle rental business and has operated the business on the Leased Premises in the past. Lessee desires to continue to operate its business on the Leased Premises; and

WHEREAS, the City is willing to lease the Leased Premises to Lessee for said purposes subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the City does hereby lease the Pilot House to Lessee and the Lessee does take and agree to rent the Pilot House from the City under the following terms and conditions:

I. ADMINISTRATION.

For purposes of administering this Agreement, the City shall act through its Facilities and Property Manager or designee, Erik Birkeland (the "Manager"). Lessee shall act through its owner or designee, Rodney Knight (the "Owner").

II. LEASED PREMISES.

City agrees to lease to Lessee and Lessee agrees take from City under the terms and conditions of this Agreement the Leased Premises for the sole purpose of operating a bicycle rental business. By entering into this Lease Agreement, City is making no warranty or representation, either expressed or implied, as to the merchantability or fitness for any particular use of the Leased Premises or other representation or warranty, express or implied, with respect to the condition of the Leased Premises. The Leased Premises is described as the Pilot House of

the vessel George Hindmand in Canal Park located on property adjacent to the Marine Museum Parking Lot at the Lakewalk trailhead. The Leased Premises are depicted on the attached Exhibit A.

III. TERM AND TERMINATION.

A. Term.

1. Notwithstanding the date of execution, this agreement shall commence on April 15, 2016 and continue until October 31, 2016, unless terminated earlier as provided for herein (the "Operating Season").

2. It shall be the sole obligation and responsibility of Lessee to remove non-fixtured Leasehold Improvements from the Leased Premises prior to October 31; and any damage occurring to any such non-fixtured Leasehold Improvements, including, but not limited to, counters and shelves, shall be the sole responsibility and obligation of Lessee and not the City's responsibility or obligation. Any non-fixtured Leasehold Improvements not removed by October 31, 2016 shall be deemed to have been abandoned to the City and the right of the Lessee to possession thereof shall cease.

B. Termination.

1. This Agreement may be terminated by either party by serving thirty (30) days written notice upon the other as described herein. Lessee shall remove all Lessee equipment not later than the expiration of the notice period and any such Lessee equipment remaining after this period shall become the property of the City.

2. Should Lessee violate any of the provisions of this Agreement, City may terminate this Agreement immediately by serving written notice to Lessee and City shall be entitled to seek equitable relief (including without limitation injunctive relief, specific performance or other equitable remedies) in addition to all other remedies provided hereunder or available at law.

3. Upon termination of this agreement, Lessee agrees to surrender possession of the Leased Premises to City in as good condition and state of repair as said premises were in at the time Lessee took possession, reasonable wear and tear, and acts of God excepted.

IV. RENT PAYMENTS.

A. 2016 Operating Season: Lessee shall pay to the City Fifteen Thousand Seven Hundred Sixty Dollars and no/100ths (\$15,760) or twelve percent (12%) of Net Receipts (hereinafter defined) from all bicycle, vending, or concession sales whichever is greater received during the Operating Season. "Net Receipts" means all amount collected by Lessee from bicycle rental or from vending and concession sales net of discount, refunds, rebates, credit card returns, credit card charges, uncollected checks and all applicable taxes.

B. The rent payment shall be paid to the City on or before November 15, 2016. Payment shall be made to the City of Duluth and directed to: City Treasurer at 411 W. First Street, Room 105, Duluth, Minnesota 55802. The rent payment shall be deposited into Fund 110-121-1222-4622 (General Fund, Public Administration, Facilities Management, Rent of Buildings). All payments provided for in this Paragraph shall be in addition to any payments provided for elsewhere in this Paragraph or otherwise in this Agreement.

C. Lessee shall file with the City Auditor an itemized financial report of Lessee's income and expenses related to the use of the Leased Premises for the Operating Season. The statement shall be filed no later than November 15, 2016.

V. RECORD KEEPING AND TAXES.

A. Lessee agrees that, as provided in Minnesota Statutes § 16C.05, Subd. 5, all Lessee books, records, documents, and accounting procedures and practices related to the operation of the Premises are subject to examination by the City or the State Auditor for six (6) years from the date of execution of this agreement.

B. Lessee shall pay or cause to be paid all lawful taxes and governmental charges in a timely manner. Lessee shall further be obligated to pay any sales and use taxes imposed by any governmental entity entitled to impose such taxes on or before the date they are due and to file all required reports and forms in proper form related thereto on or before their due date; provided that nothing shall prevent Lessee from contesting in good faith, any such payment requirement except as such contest would negatively affect the City's rights under this Agreement.

VI. MISCELLANEOUS PAYMENTS AND SERVICES.

Lessee shall be responsible for the following:

A. Janitorial Services. Lessee shall keep the Leased Premises in a neat, clean, orderly, and sanitary condition during the term of possession of the Lease. In the event that Lessee fails to do so, City may itself clean or cause to be cleaned the Leased Premises, and Lessee agrees to reimburse City for the direct and indirect costs incurred by City for the performance of said work immediately upon being billed therefore by City.

B. Refuse and Garbage. Lessee assumes all responsibility for the disposal of refuse and garbage generated by its operations on the Leased Premises during the term of possession of the Lease and agrees to pay for all costs related thereto. Lessee agrees to comply with City's guidelines relating to recycling, energy efficiency, and maintenance of the Premises. A copy of the guidelines will be provided to Lessee upon their execution of this Agreement.

C. Maintenance. All ordinary maintenance and repair of the Leased Premises, including but not limited to maintenance or repair because of vandalism, shall be done by the party then in possession under the Lease and the costs thereof shall be borne entirely by said

party. Painting of the Pilot House shall be the responsibility of the Lessee. Structural maintenance to the Leased Premises shall be the responsibility of the City.

D. Utilities. Lessee shall pay any and all charges for utilities furnished to the Leased Premises as they are incurred, including but not limited to: steam, water, sewer, gas, telephone, internet, cable TV, and electrical power, including hook-up charges and assessments related to all utilities.

E. Licenses, Fees and Taxes. Lessee hereby agrees to pay all license, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of Lessee's operation, including real property taxes, if applicable. It is further agreed that City may pay the same on behalf of Lessee and immediately collect the same from the Lessee, if necessary.

F Other Costs of Operating the Leased Premises. In addition to the above-described costs and charges, Lessee shall bear and promptly pay on or before the date due all other costs, fees and charges of any kind whatsoever, arising out of the lease, use or occupancy of the Leased Premises.

G. Payment Obligations Unconditional. The obligations of Lessee to pay any amounts due to City under this Lease Agreement in accordance with the terms hereof shall be absolute and unconditional, irrespective of any defense or rights of set off, recoupment or counterclaim that may at any time be available against City. Such payments shall be due without notice or demand therefore except as specifically provided for herein.

VII. LESSEE'S OPERATIONAL RULES.

Lessee will operate its bicycle rental business in accordance with its established rules that are posted in each surrey bike as shown on the attached Exhibit B. Lessee will modify its established rules upon the reasonable request of the Manager.

VIII. PAYMENT BY CITY.

Should Lessee fail to pay any such costs, fees or charges set forth above or otherwise necessary to the preservation and use of the Leased Premises or to Lessee's business thereon, City may, at its sole discretion and upon ten (10) days prior, written notice to Lessee, pay such costs, fees and charges and upon thereafter, Lessee shall promptly reimburse City for the same. City may collect the same as it deems appropriate, including exercising the remedies authorized under the Termination provisions of this Lease Agreement.

IX. ALTERATIONS OR IMPROVEMENTS.

A. Lessee may, at its sole cost and expense, make suitable improvements or alterations to the Premises upon advance written approval from the City's Property and Facility Manager. All such improvements shall become the property of the City except as otherwise

agreed upon in writing. Prior to commencing any improvements or alterations, Lessee shall submit to the City a Project Proposal Request along with detailed plans. A copy of the Project Proposal Request is attached to this Agreement as Exhibit C. These documents shall be submitted to the City at least forty-five (45) days before the planned commencement of the work. No work may begin on any approved project until all necessary building permits are secured. All construction shall conform to state law and the Duluth City Codes. Lessee shall be responsible for operational costs and maintenance of such improvements, installations, and facilities and shall operate them in a safe manner.

B. Lessee agrees that not less than thirty (30) days prior to commencement of any construction, alteration or improvement on said Premises, Lessee will provide the City with sufficient proof of required insurance, including worker's compensation.

X. INCIDENT REPORTS.

Lessee shall promptly notify the City in writing of any incident of injury or loss or damage to the property of City or any Lessee's participants or invitees occurring within the Premises during the Term of this Agreement. Such written report shall be in a form acceptable to the City's Claims Investigator and Adjuster. A copy of the City's Incident Report form is attached hereto as Exhibit D.

XI. SIGNAGE.

It is anticipated that Lessee will construct or erect signage on the Leased Premises to advertise its business. Lessee agrees that the design and construction or erection of such signage conform to the requirements of all applicable laws, ordinances, rules and regulations and, in addition, shall be subject to the approval of the Manager which approval shall not be reasonably withheld.

XII. SURRENDER OF POSSESSION.

A. Upon termination or expiration of this Lease Agreement, Lessee agrees to surrender possession of the Leased Premises to City in as good condition and state of repair as said Leased Premises were in at the time Lessee took possession, acts of God excepted. All personal property remaining on the Leased Premises upon termination or expiration of Agreement shall become exclusive property of City.

B. In the event that Lessee has in any way changed, altered or modified the Leased Premises, Lessee covenants to return the same to the condition they were in at the time of the signing of this Lease Agreement or, in the alternative, to pay the City for the cost of returning them to said condition; provided, however, that the Manager may, at any time prior to the termination of this Agreement, consent to any such improvement remaining after such termination in which case this requirement shall be deemed to have been waived. Upon termination, any Leasehold Improvements which have become part of the realty, including but

not limited to heating and lighting modifications, shall become the property of the City, and the same, together with the Leased Premises, shall be immediately returned to the control of the City. Any Leasehold Improvements not part of the realty shall be removed within fifteen (15) days after the termination of this Agreement or the same shall be deemed to have been abandoned to the City and the right of the Lessee to possession thereof shall cease.

XIII. INDEMNITY AND INSURANCE.

A. Liability Insurance.

1. Lessee shall procure and maintain continuously in force Public Liability Insurance written on an "occurrence" basis under a Comprehensive General Liability Form in limits of not less than One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars aggregate per occurrence for personal bodily injury and death, and limits of One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars for leased premises damage liability. If person limits are specified, they shall be for not less than One Million Five Hundred Thousand and No/100ths (\$1,500,000.00) Dollars per person and be for the same coverages. The City shall be named as an additional insured. Insurance shall cover:

1. Public liability, including premises and operations coverage;
 2. Independent contractors--protective contingent liability;
 3. Personal injury;
 4. Owned, non-owned and hired vehicles;
 5. Contractual liability covering the indemnity obligations set forth herein; and
 6. Dram Shop Insurance, if applicable.
2. Workers' Compensation.

Workers' Compensation Coverage in statutory amounts with "all states" endorsement. Employees liability insurance shall be carried in limits of One Hundred Thousand and No/100 (\$100,000.00) Dollars per employee.

3. Requirements for All Insurance.

All insurance required shall be taken out and maintained in responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of Minnesota.

4. Certifications.

The City does not represent or guarantee that these types or limits of coverage are adequate to protect the Lessee's interests and liabilities. The Lessee shall provide a Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation, non-renewal or material change provisions included and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City. The use of an "Accord" form as a certificate of insurance shall be accompanied by two

forms: (1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and (2) Notice of Cancellation Endorsement (IL 7002), or equivalent, as approved by the Duluth City Attorney's Office.

B. Indemnity.

The Lessee shall defend, indemnify and hold harmless the City, its officers, agents and employees from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of the Lessee, its subcontractors, agents, or employees under this Agreement.

XV. WAIVER.

The waiver by the City or Lessee of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

XVI. REMEDIES CUMULATIVE.

Except as specifically set forth herein, the remedies provided under this Lease Agreement shall be deemed to be cumulative and non-exclusive and the election of one remedy shall not be deemed to be the waiver of any other remedy with regard to any occasion of default hereunder.

XVII. LAWS, RULES, AND REGULATIONS.

Lessee agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, State of Minnesota, the County of St. Louis, the City of Duluth, and their respective agencies which are applicable to its operations at the Leased Premises, including, but not limited to, all environmental laws and regulations.

XVIII. CIVIL RIGHTS ASSURANCES.

Lessee for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that no person shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination as defined by applicable state and federal laws or ordinances in the use of said facilities.

XIX. ASSIGNMENT, SUBLETTING AND SUBCONTRACTING.

A. Liens. The Lessee shall not create or permit any mortgage, encumbrance or lien or allow any mechanics' or materialmen's liens to be filed or established or to remain against the Leased Premises, or any part thereof, provided that if Lessee shall first notify City of its intention to do so and post such security as City reasonably deems necessary, Lessee may, in good faith,

contest any such mechanics' or other liens filed or established as long as City does not deem its interest or rights in this Lease Agreement to be subject to foreclosure by reason of such contest.

B.. Assignment. Lessee shall not assign, transfer, sublet or subcontract this Agreement or any rights, privileges or duties conferred thereby unless the written approval of the City has been secured and the insurance requirements of this Agreement are met by the third party receiving such interest. Such third party shall agree to be subject to all of the terms and conditions of this Agreement applicable to his agreement and shall be subject thereto. In addition, the approval of any such sublease shall not in any way relieve Lessee of any of its obligations under the Lease Agreement, whether or not such obligations are performed by such sublessee.

XX. NOTICES.

Notices to be given by the parties hereto shall be deemed to be adequately given if mailed to said parties, postage prepaid, at the addresses set forth below, for said parties, or such other addresses as the parties may from time to time request in writing to the other party:

City of Duluth
Attn: Property & Facilities Manager
1532 West Michigan Street
Duluth, MN 55806
Office: (218) 730-4435

Rodney Knight
Fun Time, LLC
3609 Heights Court
St. Cloud, Minnesota 56301
Cell: (320) 266-1164

XXI. APPLICABLE LAW.

This Agreement, together with all of its articles, terms and provisions, is made in the State of Minnesota and shall be construed and interpreted according to the laws of the State of Minnesota.

XII. ENTIRE AGREEMENT.

This Lease Agreement shall supersede all prior negotiations, understandings, or agreement and is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon. There are no representations, warranties or stipulations, either oral or written, not herein contained. This Agreement may be amended only by a written instrument signed by both parties.

XXIII. SEVERABILITY.

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, then the validity of the remaining

terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

XXIV. GENERAL PROVISIONS.

A. Prior to execution of this Lease Agreement by the City, Lessee shall provide evidence that it is a legal entity legally capable of entering into obligations of a contract and currently in good standing with the Minnesota Secretary of State. City officials are granted the authority to refuse to execute this Agreement upon default by Lessee of the requirements of this paragraph.

B. The parties represent to each other that the execution of this Agreement has been duly and fully authorized by their governing bodies or boards, that the officers of the parties who executed this Agreement on their behalf are fully authorized to do so, and that this Agreement when thus executed by said officers of said parties on their behalf will constitute and be the binding obligation and agreement of the parties in accordance with the terms and conditions hereof.

C. Both parties hereto agree that they will obey all laws, rules, and regulations and ordinances promulgated by the Government of the United States, the State of Minnesota and the City of Duluth pertinent to the exercise of their rights and obligations under this Agreement, including, without limitation, all obligations not to discriminate against persons by virtue of their race, creed, color, national origin, religion, sex, age, or state of disability.

D. No provision of this Agreement shall inure to the benefit of any third person so as to constitute any such person as a third-party beneficiary of this Agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

E. Nothing in this Agreement is intended to or should be construed as a waiver by the City of any immunities, defenses or other limitations on liability to which the City is entitled by law, including, but not limited to, the liability of limits under Minnesota Statutes Chapter 466.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first shown below.

CITY OF DULUTH

FUN TIME, LLC

By: _____
Mayor

By: _____

Its: _____

Attest: _____
City Clerk

Printed Name: _____

Dated: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney



The City of Duluth has tried to ensure that the information contained in this map or electronic document is accurate. The City of Duluth makes no warranty or guarantee concerning the accuracy or reliability. This drawing/data is neither a legally recorded map nor a survey and is not intended to be used as one. The drawing/data is a compilation of records, information and data located in various City, County and State offices and other sources affecting the area shown and is to be used for reference purposes only. The City of Duluth shall not be liable for errors contained within this data provided or for any damages in connection with the use of this information contained within.



Exhibit A - George Hindmand Pilot House

0 25 50 Feet
1 inch = 50 feet

photo date: 2013
Printed: 3/29/2016



PhotoHouse



Lakewalk Biking Etiquette

Please Follow These Rules on the Lakewalk

- Stay to the right side of the path.
- Be courteous and always give pedestrians the right of way.
- Do not block or stop on the pathway.
- Use the bell to warn others of your presence.
- No horseplay or excessive speed.

*Bike Patrol is on duty to reinforce all rules.
If you are a nuisance your rental can be terminated.*



EXHIBIT C

Public Administration Department Parks and Recreation Division

City Hall - Ground Floor • 411 West First Street • Duluth, Minnesota • 55802
218-730-4300 • www.duluthmn.gov/parks/index.cfm



October 20, 2015

Dear Community Partner:

Thank you for your interest in proposing an improvement project for City property. We recognize that working closely with the community is an important way we can fulfill our responsibility to develop long-term strategies, plans and improvements that benefit the greatest number of constituents possible and effectively use limited resources.

Each year there are numerous requests for projects on City property. To respond to requests, the City has developed a system that will result in better communications, tracking and processing of project proposals. It establishes Property and Facilities Management as the City entity that will: 1) accept and review all submitted Project Proposal Forms; 2) direct proposals to appropriate City staff; and, 3) facilitate the process to project completion. At any point in the process, Property and Facilities Management can be contacted to respond to questions or concerns.

The intent of this process is to expedite the decision making process, clarify the approval process, reduce confusion and miscommunication, and provide a central point of contact to respond to questions and concerns.

In past years, this process has seen a number of projects completed for the betterment of our community, including installation of park benches, playfield renovations and community beautification projects. Proposals may be submitted by individuals and community organizations, as well as City staff.

Please note that acquiring funds for a project through CDBG, a DNR grant, fundraising, donations or other means does not guarantee project acceptability. Any project on City property must also receive recommendation and approval by the appropriate City officials. It is strongly recommended that City approval should occur in advance of, or at least concurrent with, pursuing funding.

If you have any questions, please contact Tari Rayala at 218-730-4434.

Sincerely,

Erik Birkeland
Property & Facilities Manager
City of Duluth
1532 West Michigan Street
Duluth, MN 55806



CITY OF DULUTH - PROJECT PROPOSAL REQUEST FORM



Use this form to propose a City of Duluth improvement project. This form is to be used by external community groups, organizations and individuals, as well as internally generated requests.

APPLICANT CONTACT INFORMATION

Date of Application:

Name:

Organization:

Address:

City/State/Zip:

Neighborhood:

Email:

Primary Phone:

Secondary Phone:

PROJECT PROPOSAL

Use additional sheets if more space is needed.

PROJECT LOCATION

Describe as best as possible the location of the proposed project. Give the address, name of street, neighborhood, intersection, GPS coordinates, etc. If the project is City-wide, please state "City-wide."

PROJECT DESCRIPTION

Describe the proposed project in as much detail as possible. Why is the project needed and necessary? What do you propose doing? Maps, sketches, diagrams, and/or schematic drawings are required so that the committee has a better understanding of your project. These may include location, sizes, wording, colors, etc. **Please attach any additional information about this project.**

Attached

Not Applicable

PROJECT JUSTIFICATION

Describe the benefit of the proposed project. Is it a safety issue? Will it provide cost savings to the City? Is it a functional improvement? Does it provide aesthetic benefit to the City?



CITY OF DULUTH - PROJECT PROPOSAL REQUEST FORM



PROJECT COST

Describe the approximate cost to complete the project. This can be a "guesstimate." This is only considered to be a rough guideline.

POTENTIAL SOURCE OF FUNDING

Describe potential funding sources for the project.

NEIGHBOR SUPPORT

Does this project have the support of neighbors living nearby?

Yes No Uncertain Not Applicable

Comments:

ENERGY USE

Will this project change the use of any energy type listed below?

Yes No Uncertain Not Applicable

If yes, check all energy types where use is expected to change.

ELECTRICITY (kWh) GAS (Therms) OIL (gallons) STEAM (Pounds) WATER and SEWER (CCF)

ADDITIONAL CONSIDERATIONS

The City of Duluth considers our long-term strategies, Master Plans, Accessibility Plan and Capital Improvement list, as well as legal requirements, in evaluating proposals. Please review the considerations below and add any comments you have.

CONSIDERATION (A): Project is compatible with Park Master Plan, systems plans, Strategic Plans, etc.

COMMENT (A):

CONSIDERATION (B): Project is compliant with ADA Accessibility Plans.

COMMENT (B):



CITY OF DULUTH - PROJECT PROPOSAL REQUEST FORM



CONSIDERATION (C): Project is compatible with surrounding and adjoining uses.

COMMENT (C):

CONSIDERATION (D): Project will meet standards for materials and construction practices.

COMMENT (D):

CONSIDERATION (E): Project complies with zoning code and land uses.

COMMENT (E):

CONSIDERATION (F): Project does or does not require a permit.

COMMENT (F):

CONSIDERATION (G): Increases cost to maintain or operate. *(Note: If this is the case, and the project is approved, it may need to be incorporated into the Capital Improvement Plan and be approved by City Council.)*

COMMENT (G):

SUBMIT COMPLETED FORMS to:

**TARI RAYALA
CITY OF DULUTH - ARCHITECT
PROPERTY & FACILITIES MANAGEMENT
1532 W MICHIGAN STREET
DULUTH, MN 55806
TRAYALA@DULUTHMN.GOV
(218) 730-4434**



CITY OF DULUTH – PROJECT PROPOSAL REQUEST FORM (cont'd/addt'l information)





EXHIBIT D
City of Duluth Incident/Injury Report

Supervisor to complete within 24 hours of incident/injury. If injury required treatment by a medical provider, attach medical documentation. Completed forms should be emailed to accidentreporting@duluthmn.gov.

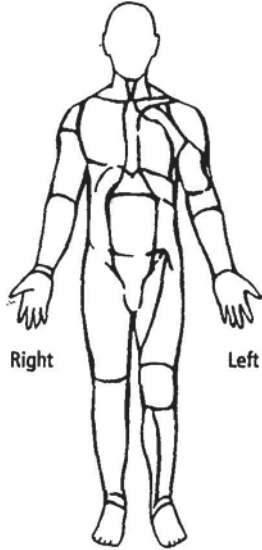
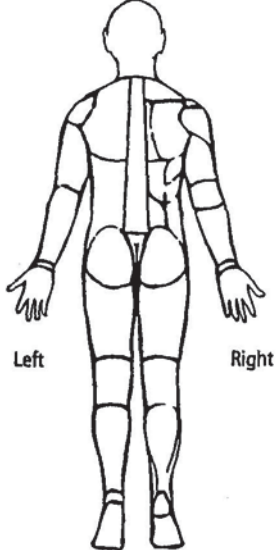
Date of incident/injury:	<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee	Department/Division:
Choose one that best describes this claim: <input type="checkbox"/> Incident only, no medical care <input type="checkbox"/> Medical only, no lost time <input type="checkbox"/> Injury includes lost time		
Initial treatment sought: <input type="checkbox"/> Hospital ER <input type="checkbox"/> Clinic <input type="checkbox"/> Refused to see MD / None	Doctor/clinic name, address, phone number:	

Last name:	First name:	MI:	SSN:
Address:			
City:	State:	Zip code:	Phone:
Date of hire:	Occupation:		Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female

Did injury occur on employer's premises? <input type="checkbox"/> Yes <input type="checkbox"/> No	Name and address of the place of the occurrence:
Time employee began work: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m. Time of injury: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	
Date employer notified of injury: _____ Date employer notified of lost time: _____	
First date of any lost time: _____ Return to work date: _____ RTW with restrictions: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Describe the nature of the illness or injury. Be specific. Include body parts affected.	
Describe the activities when injury occurred with details of how it happened.	
What tools, equipment, machines, objects and/or substances were involved?	

Incident investigation conducted: <input type="checkbox"/> Yes <input type="checkbox"/> No Date supervisor notified: _____ Date report completed: _____	
Supervisor name: _____ Supervisor phone number: _____	
Names and phone numbers of witnesses:	
Incident was a result of: <input type="checkbox"/> safety violation <input type="checkbox"/> machine malfunction <input type="checkbox"/> product defect <input type="checkbox"/> motor vehicle accident <input type="checkbox"/> N/A	
Supervisor comments:	
What actions have been taken to prevent recurrence?	

City of Duluth Incident/Injury Report

<p>CAUSE</p> <p><input type="checkbox"/> Slip and fall</p> <p><input type="checkbox"/> Struck by equipment</p> <p><input type="checkbox"/> Lifting or moving</p> <p><input type="checkbox"/> Caught (in, on, or between)</p> <p><input type="checkbox"/> Needle puncture</p> <p><input type="checkbox"/> Object in eye (<input type="checkbox"/> Right <input type="checkbox"/> Left)</p> <p><input type="checkbox"/> Repetitive/overuse</p> <p><input type="checkbox"/> Other (specify): _____</p> <p>TYPE OF INJURY</p> <p><input type="checkbox"/> Scrape/bruise</p> <p><input type="checkbox"/> Sprain/strain</p> <p><input type="checkbox"/> Puncture wound</p> <p><input type="checkbox"/> Cut/laceration</p> <p><input type="checkbox"/> Concussion</p> <p><input type="checkbox"/> Bite</p> <p><input type="checkbox"/> Chemical burn/rash/breathing difficulties</p> <p><input type="checkbox"/> No apparent injury</p> <p><input type="checkbox"/> Other (specify): _____</p>	<p style="text-align: center;">MARK AREAS OF INJURY BELOW:</p> <p style="text-align: center; font-size: small;">Areas can be marked by typing an "X" in the text box wherever needed.</p> <div style="display: flex; justify-content: space-around; align-items: flex-start;"> <div style="text-align: center;"> <p>Front</p>  <p>Right Left</p> </div> <div style="text-align: center;"> <p>Back</p>  <p>Left Right</p> </div> </div>
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COMPLETE FOR VEHICLE, EQUIPMENT, OR PROPERTY DAMAGE						
<p>For vehicle accidents: Attach sketch and additional information of how vehicle accident occurred.</p> <p>Include street names, direction of travel, locations of vehicles, objects and traffic control devices (↑ North)</p>						
Incident Location: _____			Time of incident: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.			
Police called: <input type="checkbox"/> Yes <input type="checkbox"/> No		Police Traffic Accident Report ICR #: _____				
City vehicle, property, or equipment involved	Description: _____					
	Vehicle #:	Make/Model:	Year:			
	Describe damage: _____					
Non-city vehicle, property, or equipment involved	Owner full name: _____		<input type="checkbox"/> Driver <input type="checkbox"/> Passenger <input type="checkbox"/> Other			
	Owner address: _____					
	Owner phone number: _____		Vehicle license #: _____			
	Make/Model: _____		Color: _____		Year: _____	
	Describe damage: _____					
Weather conditions: <input type="checkbox"/> Clear <input type="checkbox"/> Wind <input type="checkbox"/> Rain <input type="checkbox"/> Cloudy <input type="checkbox"/> Fog <input type="checkbox"/> Sleet <input type="checkbox"/> Snow		Roadway conditions: <input type="checkbox"/> Dry <input type="checkbox"/> Mud <input type="checkbox"/> Wet <input type="checkbox"/> Paved <input type="checkbox"/> Snow <input type="checkbox"/> Unpaved <input type="checkbox"/> Ice		Light conditions: <input type="checkbox"/> Night <input type="checkbox"/> Day <input type="checkbox"/> Good <input type="checkbox"/> Poor		Approximate temperature: _____ °F Estimated speed: _____ mph Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty What was load: _____ Drug and/or alcohol test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

The Incident/Injury Form should be printed and signed by supervisor and employee. Completed forms can be scanned to accidentreporting@duluthmn.gov.

Supervisor Signature: _____

Date: _____

Employee Signature: _____

Date: _____