



**CITY OF WILLMAR**  
**TENNESSEN WARNING**

In accordance with the Minnesota Government Data Practices Act, the City of Willmar is required to inform you of your rights as they pertain to the private information collected from you. Private data is that information which is available to you, but not to the public. The personal information we collect about you is private.

Minnesota Statutes 13.01 to 13.87 on Government Data Practices require that you be informed that the following information which you are asked to provide on the application for a permit to shoot pests on private property is considered private data: 1. Name, 2. Home Address, 3. Home Phone Number, 4. Date of Birth.

We ask this information for the following reasons: to distinguish you from all other applicants and identify you in our files; to enable us to verify that you are the individual who makes the application; and to enable us to contact you when additional information is required.

The data supplied by you may be used for such other purposes as may be determined to be necessary in the enforcement of Municipal Code 412.04 in the City of Willmar and the policies, rules, and regulations promulgated pursuant thereto.

REFUSAL TO SUPPLY REQUESTED INFORMATION WILL MEAN THAT YOUR APPLICATION FOR A PERMIT TO SHOOT PESTS ON PRIVATE PROPERTY MAY NOT BE CONSIDERED.

Private data is available only to you and to other persons in the City Government who have a bona fide need for the data. Public data is available to anyone requesting it and consists of all data furnished which is not designated in this notice as private data.

Witness my signature that I fully understand the contents of this warning.

\_\_\_\_\_  
(APPLICANT'S SIGNATURE)

\_\_\_\_\_  
(DATE)

## **INDEMNITY AND HOLD HARMLESS AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, by and between \_\_\_\_\_,  
(APPLICANT'S NAME)  
(hereinafter referred to as Permittee) and THE CITY OF WILLMAR, (herein after referred to as  
the City).

WHEREAS, Permittee has requested a permit to use and discharge a firearm using  
BB's, pellets, or .22 birdshot; and

WHEREAS, the City is desirous of having an indemnity and hold harmless agreement to  
protect the City against any claims that may arise as a result of the Permittee's use of his\her  
firearms in Willmar, Minnesota.

NOW, THEREFORE, IT IS HEREBY AGREED that Permittee shall and does hereby  
hold the City harmless from any damage to property or injury to any persons that results from  
the acts, or failures to act, of the Permittee while the said Permittee is discharging his\her  
firearm in the City of Willmar. Permittee does hereby agree to fully indemnify and hold the City  
harmless from any such claims for damage to property or injuries to persons that may so arise  
from the Permittee's discharge of a firearm. In the event that any claim shall be made against  
the City as a result of the Permittee's use of a firearm, then Permittee shall fully defend any  
such claim, pay all costs incurred in defending said claim, including attorney's fees, and shall  
promptly pay in full any judgment or settlement resulting from said claim, all without  
reimbursement from the City.

Permittee agrees that a good and valuable consideration exists for this Agreement.

Dated: \_\_\_\_\_  
(PERMITTEE'S SIGNATURE)

The Undersigned, as the owner of the property on which the above named Permittee will be discharging a firearm, does hereby acknowledge that he has read the above Agreement and agrees to be bound thereby and does jointly and severally from the Permittee, agree to indemnify and hold harmless the City from all claims as above set out.

Dated: \_\_\_\_\_

CORPORATE OR PARTNERSHIP OWNER:

\_\_\_\_\_  
(INDIVIDUAL OWNER)

\_\_\_\_\_  
(NAME OF OWNER)

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

Its: \_\_\_\_\_

## WILLMAR CODE

### § 10-52

#### **Sec. 10-52. Aiding and abetting violations.**

Every person who, directly or indirectly, aids, abets, counsels, encourages, hires, commands, induces or otherwise procures another to violate any of the provisions of this article shall be guilty of a violation of this article.

(Code 1978, § 415.04)

#### **Sec. 10-53. Manufacture, sale, possession, of certain weapons prohibited; destruction.**

(a) It shall be unlawful within the corporate limits of the city for any person to manufacture, cause to be manufactured, sell, offer or expose for sale, lend, give away or have in possession any instrument or weapon of the kind commonly known as a slingshot, blackjack, sand-club, or metal knuckles, or other dangerous weapon of a similar kind. No person shall manufacture, cause to be manufactured, sell, offer or expose for sale, lend, give away or have in possession any dagger, dirk, stiletto, or device of the type commonly known as a switchblade knife, spring-blade knife, or push button knife.

(b) Upon conviction of any person for violation of this section, any of the devices listed in subsection (a) of this section found in the possession of the defendant shall be destroyed in such manner as the court may direct.

(Code 1978, §§ 415.01, 415.02)

#### **Sec. 10-54. Discharge of firearms.**

(a) *Generally.* Any person who shall discharge a firearm in the city except as is permitted by this section shall be guilty of a misdemeanor.

(b) *Definition.* For purposes of this section, a firearm shall be any gun from which shot or a projectile is discharged by means of an explosive, gas, or compressed air.

(c) *Lawful defense, law enforcement.* Nothing in this article shall be construed to embrace the firing of a gun, pistol, revolver or other kind of firearm when done in the lawful defense of person or family or in the necessary enforcement of the laws.

(d) *Permit.* Nothing in this article shall be construed to embrace the firing of a gun, pistol, revolver or other kind of firearm when permission therefore has first been given by the chief of police of the city, which permission shall designate the place where and the time when such firearms may be used. When the applicant for a permit is an individual requesting a permit for purposes of shooting pests on private property, the permit shall only be granted for the use of a pellet gun or twenty-two-caliber rifle using birdshot. No permit shall be granted for more than one hundred eighty (180) days. Every applicant for a permit shall execute a hold harmless agreement, indemnifying the city from all claims that result from the discharge of the firearm. When the applicant for the permit is not the property owner, a hold harmless agreement shall also be executed by the property owner.