TERMS AND CONDITIONS OF USE POLICY

By MHD Staff
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Users will indemnify us and the City of Minneapolis, together with any of our respective officers, directors and employees, against any damages, losses, liabilities, judgments, costs or expenses (including reasonable attorneys’ fees and costs) arising out of a claim by a third party relating to use of the BRO website, or any breach or violation of this Agreement or any other term or condition contained on the BRO website.

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You agree that this Agreement is entered into between you and us in the State of Minnesota, United States of America, and is performed within the State of Minnesota and governed by and shall be construed in all respects under the laws of the state of Minnesota, exclusive of its choice of law or conflict of laws provisions. In any claim or action by you directly or indirectly arising under this Agreement or related to the BRO website, you and we each irrevocably agree to submit to the exclusive personal jurisdiction of the Minnesota State District Court sitting in Hennepin County, Minn., or if such court does not have subject matter jurisdiction, then you and we each irrevocably agree to submit to the exclusive personal jurisdiction of the United States District Court for the District of Minnesota, and whichever of those two courts has jurisdiction, you and we each waive any jurisdictional, venue or inconvenient forum objections to such court.

If any of the provisions of this Agreement are held to be not enforceable by a court or other tribunal of competent jurisdiction, then such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

This Agreement constitutes the entire agreement between you and us relating to the access and use of the site and any of its services. This Agreement may not be modified, in whole or in part, except as described elsewhere in this Agreement. Anything contained on the BRO website inconsistent with or conflicting with the terms of this Agreement is superseded by the terms of this Agreement.

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If you have any questions about the BRO website, please contact us at bro@minneapolismn.gov.