

**Application and Agreement for Use of Livingston County
Grounds & Facilities**

Please return completed application to:

Livingston County Facility Services

Phone: 517-546-6491

By mail: 420 S. Highlander Way, Howell, MI 48843 -or- By Fax: 517-546-0271

This form must be accompanied by a cover letter.

Date(s) of use: _____

Time of use (start and end times): _____

Group Requesting Use: _____

Name of Person Responsible: _____

Address _____

Telephone Number: _____ Fax Number: _____

E-mail address: _____

Name of Event: _____

Type of Event: _____

Specific areas of County grounds you request to use:

Is event open to the general public? _____

Number of participants expected: _____

What equipment will be used on the grounds - ex: chairs, tables, electrical equipment, restroom facilities?

When will equipment be set up?: _____

If outside, is food to be served for a fee?: _____

If yes, has the appropriate Health Department permit been obtained?: _____

Has this group used County facilities/grounds for other events?: _____

If so, please list functions and dates: _____

Liability insurance naming "Livingston County" as an "additional insured" according to the schedule.

Does this group have liability insurance to cover this event? _____

The undersigned agrees to the following as a condition of the application and, if granted, use of the above-designated Livingston County grounds or facilities. This agreement is only binding after acceptance by the County and full satisfaction by the undersigned of any and all conditions:

1. I have read the Rules For Use of County Grounds and Facilities and I understand that County grounds and facilities will be left in a clean and neat condition after use and I agree to pay for any damage to the facility/grounds which may incur as a result of this scheduled function.
2. I have been informed that the legal occupancy limits for the area above is ____ people and that I am responsible to ensure that the legal occupancy limit is not exceeded at any time.
3. The County is neither responsible nor liable for the theft, loss, or damage to materials, equipment, or other personal property of the undersigned User or the participants.
4. Smoking is prohibited inside any County building. The burning of incense or any open flame, (such as candles), is not permitted in any County building. Alcohol is prohibited in the Rental Space or on any other County property.
5. The User shall not use or represent to any third party the address or telephone numbers of any County facility as the User's address or telephone numbers; nor shall the User in any manner represent or imply that the County sponsors, sanctions or supports the meeting or special event.
6. Under no circumstances shall User or the participants' use of the County facility interfere in any manner with County operations or the public's access to County facilities.
7. The User may cancel a scheduled use of a community/conference room, without penalty, by providing _____ with notice of the cancellation at least 48 hours before the scheduled date and time of the use.
8. Notwithstanding any other provision of this Agreement, the User's right to use the County facility/grounds is subject to the County's absolute and priority right to use the space to meet the normal and/or emergency operations and business needs of the County. While the County will make every effort to avoid canceling an event scheduled by the User, the County has the absolute right, at any time to cancel User's use of the County facility or grounds.. If possible, the County will attempt to reschedule use to another date and time that is acceptable to the User.
9. Janitorial services are not provided. The User is responsible for the care and cleaning of the facilities and the any County equipment. The User shall immediately replace or repair any damage incurred during the course, or as a result, of, the User or the participants' use of the facilities, regardless of whether the User or the participants caused the damage. The User shall leave the facilities and any equipment in the same condition as they existed upon execution of this Agreement. The User shall not be responsible for normal wear and tear.
10. The User is also responsible for set-up of the event, including chairs, tables, and refreshments. Items are not to be pinned or taped to a wall or structure. Supplies or materials may not be stored in the on County property. If the User fails to properly clean and restore the facilities to their original location and condition immediately after each use, the County may charge such sum as is necessary to clean and/or restore the facilities and equipment to their original location and condition.
11. The User shall comply with, and shall ensure that the participants comply with, all Federal, State and local laws, rules and ordinances, and the County's rules.
12. User and/or User's organization shall indemnify the County and its elected or appointed officers, directors, agents, employees, volunteers, representatives, invitees, guests and customers, and hold them harmless from any and all demands, claims, causes of action, fines, penalties, damages (including without

limitation consequential damages), losses, liabilities, judgments and expenses (including without limitation attorneys' fees and court costs) arising from the presence of User and/or the participants on the above-referenced County facilities and/or any other County property, or arising from any use by User and/or the participants above-referenced County facilities or any other County property.

13. The User, for itself, and on behalf of its participants, fully and unconditionally waive and release the County and/or its elected or appointed, officers, employees, volunteers, agents, representatives, consultants, lessees, subcontractors, successors and assigns (collectively, the "Releasees"), from any liability, claim, injury, loss, damage, restitution or compensation arising out, or in any way related to this Agreement or to the User and/or the participants' use of the County facility Or equipment, or any other County real or personal property. The Releasees shall under no circumstances be liable for any liability, claim, loss or damage suffered or incurred by the User or participants for any reason whatsoever, including without limitation, liability for death, personal injury, theft, damage to motor vehicles, loss of property, business interruption, lost profits, consequential damages and rights of subrogation.
14. If any claim, action or proceeding is brought against the County and/or its elected or appointed directors, officers, employees, volunteers agents, representatives, consultants, lessees, subcontractors, successors and assigns in any forum whatsoever arising from any act or omission of the User or the participants, the User shall, at its sole cost and expense, defend the County by counsel of the County's choosing. This obligation to defend extends to all manner of proceedings, whether in a judicial, administrative, or other forum.
15. The User shall provide the County with a valid and current insurance declaration page complying with the County insurance requirements with this application.
16. This Agreement is the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the Parties. If any Agreement provision is held invalid or unenforceable, all other Agreement provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall inure to the benefit of and be binding upon the parties and their legal representatives, successors, and assigns.

Signature of Authorized Person

Date
