



# ISABELLA COUNTY PARKS STANDARD FACILITIES USE AGREEMENT



This Agreement describes the terms and conditions under which the undersigned outside party (the “USER”) may use Park facilities owned by the Isabella County (the “COUNTY”). Whereas COUNTY owns and operates, or lawfully controls the use of, the property (“PROPERTY”) described below, and USER desires to use said PROPERTY, COUNTY agrees to make said PROPERTY and no other available to USER at the date(s) and time(s) and for the purposes referenced below and no other, and in consideration for being permitted to use PROPERTY for the stated purposes, USER agrees to pay the fees and abide by the terms and conditions set out in this agreement.

USER NAME:		PROPERTY:	
ADDRESS:		DATE OF USE:	
CITY/STATE/ZIP:		START TIME:	
TELEPHONE:		END TIME:	
FEES:		EVENT NAME:	
DEPOSIT:		PURPOSE OF USE:	

## FEES, TERMS AND CONDITIONS

1. USER agrees to pay the sums referenced on the most recent Isabella County Facility Use Fee Schedule as approved by the Isabella County Board of Commissioners. All fees are due immediately. Said payment includes use of lights, heat, air conditioning, and water, as may be needed for the purposes set out above and to the extent such exist at the PROPERTY.
2. ADDITIONAL FEES AND SECURITY DEPOSIT. In addition to fees described above, USER may be responsible for paying any and all expenses incurred by USER and/or COUNTY in support of or as a result of facility use, at the discretion of the County Administrator or the Administrator’s designee. Such expenses may include, but are not limited to, cleaning costs, security costs, and setup and takedown costs. The USER shall pay to the COUNTY the amount of \$25.00 (or \$50.00 as determined by the Director of Parks &

Recreation based on the size and type of the event or use), which shall be held by the COUNTY as a security deposit for any damage to the facility or other loss or expense incurred by the COUNTY resulting from use of the facility by the USER. In the event that there is any damage, loss or expense incurred by the COUNTY due to the use, the USER agrees and acknowledges that the COUNTY may use the security deposit for payment of same without prior approval of the USER. The amount of the security deposit paid hereunder is not a limit of the USER'S liability to the COUNTY for damage, loss or expense, and any claim for same by the COUNTY shall be paid immediately by the USER. Any unused balance of the security deposit will be refunded to the USER.

3. OCCUPANCY LIMITS: The USER shall comply with the occupancy limits of the PROPERTY.
4. SPECIAL RULES: The USER shall comply with the additional rules of the PROPERTY being used as follows:
  - a. Alcoholic beverages may be possessed and consumed on the PROPERTY by individuals who are twenty-one (21) years of age or older. However, the sale and/or free distribution of alcoholic beverages are prohibited on County property, which prohibition includes the sale and distribution of alcoholic beverages from "community" sources such as kegs, balls, ponies, etc. This rule does not prohibit individuals from consuming moderate amounts of alcoholic beverages from their own personal stock. All beverages, whether alcoholic or otherwise, must be served in unbreakable containers. Alcohol sales and/or consumption are prohibited in all other County Buildings and Properties.
  - b. USER shall not disturb County operations.
  - c. Chairs, tables, and other equipment shall be returned to their original location if moved.
  - d. It is prohibited to use a loudspeaker, public address system or sound amplifying equipment of any kind without proper written permission of the COUNTY; or to operate a motor, motorboat, motor vehicle, radio, television, or any device in a manner that produces excessive noise.
  - e. Unregistered campground visitors shall not enter or remain in a campground or day use area between 10:00 p.m. and 8:00 a.m.
5. INGRESS/EGRESS. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the PROPERTY must be kept unobstructed by USER, and must not be used by USER for any purpose other than ingress to or egress from the PROPERTY.
6. DAMAGES AND REPAIRS. The USER agrees to be responsible for all damages to buildings, grounds, and equipment incident to the use of the PROPERTY. USER shall make no temporary or permanent modifications to the PROPERTY without the prior written consent of the COUNTY.
7. COMPLIANCE. The USER agrees to use and occupy the FACILITY in accordance with all COUNTY policies, regulations, rules, and practices and with all applicable municipal, state

and federal laws, including but not limited to fire codes. USER may not use the COUNTY'S names or marks, or imply COUNTY endorsement or support, without express permission from the Isabella County Board of Commissioners. It is agreed and understood that USER shall comply with the laws of the State of Michigan and the County of Isabella Ordinances as may be amended from time to time, and comply with the rules and regulations of the COUNTY. The *Park Rules & Ordinance* for County Park Property is incorporated into this Agreement and is available at the Main Park Office.

8. **PARTICIPANTS AND ATTENDEES.** The USER is responsible for providing all necessary and appropriate safety instruction to all participants and attendees at USER'S activity. The USER is responsible for any and all damages to buildings, grounds, and equipment caused by participants and attendees. If the use of the PROPERTY is open to any non-members of USER, then no person shall be denied the equal privileges and enjoyment of having free and open access to the USER'S event on the basis of race, color, creed, religion, national origin or sexual orientation. Access may not be limited on the basis of age or sex except insofar as the goals or purposes of the activity require such limitation and are lawful. For all uses involving athletic events, whether competitive, exhibition or training in nature, the USER shall require each adult participant to sign an accident waiver and release of liability statement. No one shall be permitted to participate in the event until the required statement has been signed and placed in the physical custody of the USER. The USER shall turn over to the COUNTY all signed statements as soon as it is practical to do so.
  - a. All individuals 18 years of age and older are required to sign an *Accident Waiver and Release of Liability* form, a copy of which is hereto attached.
  - b. The *Waiver and Release of Liability* form may not be used for minor participants, age 17 years and under. Rather, a Permission Form must be used which clearly and thoroughly identifies the potential for injury pertaining to the event. A Permission Form must be signed by the minor's parent or legal guardian.
9. **ABANDONED PROPERTY.** Any personal property left on the PROPERTY shall, after a period of ten days from the last day of the scheduled use, be deemed abandoned and shall become property of the COUNTY to be disposed of or utilized at COUNTY'S sole discretion.
10. **PERSONAL.** This Agreement is personal and the USER shall not assign this agreement nor allow any other person, group or entity to use the PROPERTY during the scheduled time(s) without the prior written consent of COUNTY. The terms or conditions of this Agreement cannot be waived, altered, modified or amended without the waiver, alteration, modification or amendment being put in writing and executed by both parties.
11. **FORCE MAJEURE.** If the PROPERTY is rendered unsuitable for the conduct of the USER'S activity by reason of force majeure, the COUNTY and the USER are released from their obligations under this contract. Force majeure shall mean fire, earthquake, hurricane, flood, act of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, power of government, governmental agency or authority, or any other cause like or unlike any cause mentioned which is beyond the control of the COUNTY.

## 12. INDEMNIFICATION

- a. The COUNTY its agents, officers, employees, and volunteers shall have no responsibility for the safety and/or security of any property belonging to USER or to those persons participating in the use of the PROPERTY by USER. USER expressly releases and discharges the COUNTY for any and all liabilities for any loss, injury, death, or damages to any such property.
- b. The COUNTY shall have no responsibility for the safety and/or security of any person participating in the use of the PROPERTY by USER except as otherwise provided by law. USER expressly agrees to indemnify and hold harmless COUNTY, included but not limited to its elected officials, officers, employees, students, volunteers, and agents from all cost, loss, and expense arising out of any liability or claim of liability for injury or damage to persons resulting directly or indirectly from their participation in USER'S use of the PROPERTY, regardless of whether such use was authorized or not, and regardless of whether the liability or claim of liability arises out of the act or omission of USER.
- c. In the sole discretion of the COUNTY, at all times during the use of the PROPERTY, USER may be required to have a policy of comprehensive liability insurance, including public liability, bodily injury, and property damage, written by a company licensed to do business in the State of Michigan, covering the use contemplated by this agreement with combined single limits of no less than \$1,000,000 per occurrence and \$3,000,000 aggregate. The USER shall name the COUNTY, including its elected officials, officers, agents, volunteers and employees as Additional Insureds for that purpose and use of this Agreement, including related expenses and actual attorney fees in any way sustained or alleged to have been sustained, directly or indirectly. USER agrees that the insurance will be primary coverage and will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity insofar as the person or entity may have claims against COUNTY. The USER may also be required to maintain worker's compensation insurance to meet the requirements of the Michigan Worker's Disability Compensation Act where applicable. Certificates of Insurance evidencing such insurance coverage shall be provided to the COUNTY.
- d. If USER is a department, division, or other unit of COUNTY, paragraph 12 and all requirements included within it are inapplicable and do not become part of the Agreement between the parties. If USER is a state or federal government agency, indemnification is not required where prohibited by law. If USER is an individual, the comprehensive liability insurance certificate required by paragraph 12(c) shall not be required unless the COUNTY finds, in its sole discretion, that the intended use may negatively impact the COUNTY or its property.

13. CANCELLATION AND TERMINATION. The COUNTY reserves the right to cancel or terminate the use and retain the use fees and security deposit paid to the COUNTY if for any reason, within the independent and sole discretion of the COUNTY, there is or will be, any violation of this Agreement, of any rule regarding the use of the PROPERTY, of any obligation of the USER hereunder, or for any other reason based on health and safety concerns of the COUNTY or its officials.

14. WHOLE AGREEMENT. This writing contains the whole and complete agreement between the COUNTY and USER.

15. SEVERABILITY. The terms of this Agreement are severable such that if one or more provisions are declared illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

The undersigned certifies that (s) he is authorized to sign this Agreement on behalf of the USER and the COUNTY, respectively, and that the USER and the COUNTY acknowledge and accept the terms and conditions herein and attached hereto.

USER:

COUNTY:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

Printed Name: \_\_\_\_\_

Printed Name: Sue Ann Kopmeyer

Title: \_\_\_\_\_

Title: Isabella County Parks Director

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**For Park Office use only**

- ☐ Approved      ☐ Denied      ☐ Availability Confirmed
- ☐ Notification Given to \_\_\_\_\_
- ☐ Security Deposit Collected (If Applicable)   ☐ Fees Collected (If Applicable)
- ☐ Received Insurance Certificate with County as Additional Insured  
(If Applicable – Not required for individual use of facility)
- ☐ Park Rules & Ordinance
- ☐ Other:

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