



5045 Stanley Road
Flint, Michigan 48506
800-648-PARK or 810-736-7100
GeneseeCountyParks.org

License Agreement for Special Use of Park Facilities

The Genesee County Parks & Recreation Commission hereby agrees to license the following facilities to:

LICENSEE'S NAME: _____

ADDRESS: _____

USE PERIOD
BEGINNING: _____

ENDING: _____

PURPOSE: (The information in the attached instruction sheet is incorporated by reference)

FACILITIES LICENSED and/or GROUNDS:
(See attached current fee schedule as a reference to fees and areas)

FEES:

_____ \$ _____

_____ \$ _____

_____ \$ _____

ADDITIONAL SERVICES TO BE PROVIDED:

FEEES:

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

LICENSEE AGREES:

- 1)The Licensee agrees to license and the Commission agrees to let the premises described above, for the fee set forth above in accordance with this agreement.
- (2) The Licensee shall pay a security deposit equal to fifty percent (50%) of the total fees set forth above before the reservation is confirmed for the Licensee. The security deposit is not refundable if Licensee cancels event within sixty (60) days of the event, or unless specified in writing by Genesee County Parks and Recreation Commission.
- (3) The Licensee agrees to the following payment schedule:

Total fees: \$ _____

Fifty percent (50%) of license fees paid at
time of signing license agreement: \$ _____

Remainder of license fees: \$ _____

- (4) The Licensee is authorized to hold the following events or activities:

and no other event or activity shall be scheduled or held without the written consent of the Commission or its agent. The holding of any event not specifically authorized in writing shall result in revocation of this Agreement and the immediate closing and vacating of the facility by the Licensee.

- (5) The Licensee shall not assign this License, nor shall the Licensee allow or permit any person, firm or corporation to use the premises in the Licensee's name without first having obtained the written consent of the Commission. Further, the Licensee agrees that Licensee shall not use or allow said premises to be used in violation of any of the laws of the United States, of the State of Michigan, or any local law. The use of Commission premises shall be subject to all rules and regulations of the Genesee County Parks and Recreation Commission.

- (6) Licensee agrees to indemnify and hold harmless the Commission and the County of Genesee, its officers, agents, and employees against any and all claims, liability, losses, damages and expenses, including attorney fees and other costs of litigation, which any or all of the aforementioned may hereafter incur, be responsible for, or pay out as a result of bodily injury (including death) to any person, animal, damage to any property, indirectly or directly arising out of the Licensee's use of licensed premises. To this end, the Licensee shall procure and maintain in full force a policy of insurance, insuring the Commission against any claims of any and all persons or animals for injury, personal injury, death, or property damage. Said policy of insurance shall specifically insure the hold harmless provision of this Agreement. The minimum protection limits of said insurance shall not be less than \$500,000/\$1,000,000. Said insurance shall be at the expense of the Licensee. Further it is agreed that the Commission shall be named as an additional insured on said insurance policy and said policy shall contain a provision that it shall not be canceled, materially changed, or not renewed, without the (10) days written notice to the Commission. Licensee shall provide the Commission with a Certificate of Insurance for each of the above coverages prior to the commencement of its activities. Should the event provided for in this License involve equine, the signatories agree on behalf of themselves and all those using the facility pursuant to this License, the Commission, its agents and employees shall have no

liability under the Equine Activity Liability Act, including liability for dangerous latent condition of the land and facilities, and for ordinary negligence by agents and employees of the Commission. If liability described above is asserted by any person using the facility pursuant to this License, the Licensee agrees to indemnify and hold the Commission harmless from any and all liability arising from said claims, including reasonable attorney fees.

- (7) The Licensee agrees and hereby consents to the right of the Commission or its agent(s) to enter upon the premises at all reasonable times for the purpose of inspecting and/or maintaining said premises.
- (8) The Licensee agrees that it will, at its own expense, keep the leased premises and every part thereof in as good repair as when taken and at the expiration of the term provided for herein, yield and deliver up the same in like condition as when taken. Further, the Licensee shall not make any alterations, additions, or improvements to said premises without the Commission's written consent. The Licensee, at the expiration of the term provided for herein, shall vacate said premises with any and all property of the Licensee or its affiliates.
- (9) In the event the Licensee fails to perform any of the terms of this Agreement, the Commission may terminate this Agreement. In such event, the Licensee shall remove its property from the premises forthwith. The failure of the Commission to terminate this Agreement upon a particular violation by the Licensee shall not be considered a waiver of the Commission's right to do so.
- (10) The Licensee shall pay to the Commission, in addition to all other sums which are specified the sum of \$_____ to be retained by the Commission as security for the faithful performance for all of the conditions of the License; provided, however, that said sum shall not be construed so as to limit or establish the amount of damages payable to the Commission as a result of Licensee's default or breach.
- (11) The Licensee agrees that any advertising, promotions, directions or references to the facility leased shall use only the official name of the facility leased.

Dated: _____

LICENSEE

GENESEE COUNTY PARKS AND
RECREATION COMMISSION

Dated: _____

By: _____

Its:

If you agree with the conditions outlined in this communication, please sign both copies and return them to the Parks Commission Office, located at 5045 Stanley Road, Flint, Michigan 48506.

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