



Delta County Parks and Campgrounds

6822 US Highway 2 & 41 M35
Gladstone, MI 49837
(906) 786-1020



Facility Use Lease Agreement / Release of Liability Waiver County of Delta, Michigan

EVENT INFORMATION

FACILITY: MODERN **USE TIME:** 9:00AM - 11:00 PM
CLEAN-UP TIME: 11:00PM - 12:30 AM
DATE RESERVED: _____ **ESTIMATED GROUP SIZE:** _____
SPECIFIED USE: _____

LESSEE INFORMATION

Name/Organization: _____ Phone: _____
Address: _____ Alt Phone: _____
City/State/ZIP: _____ Email: _____
Primary Contact: _____ Contact Phone: _____

PLEASE READ ENTIRE LEASE AGREEMENT

This Lease Agreement is null and void unless this Lease Agreement is signed by all pertinent parties and is received, along with the **USER FEE**, by our office. PLEASE SUBMIT IMMEDIATELY to secure your reservation; we cannot guarantee your pavilion rental until this obligation has been met.

Additionally, this Lease Agreement *shall become* null and void -if the **SECURITY DEPOSIT, CERTIFICATE OF LIABILITY INSURANCE**, or any other required documentation as described herein, (the remaining portion of your lease package), is not received by 30 days before the event.

USER FEE, NON-REFUNDABLE - \$375.00 DUE IMMEDIATELY
SECURITY / REPAIR DEPOSIT - \$250.00 DUE NO LATER THAN 30 DAYS BEFORE EVENT

When paying by check, it is encouraged to provide two checks. One is for the User Fee and the other for the Security/Repair Deposit. The Security/Repair Deposit will be returned upon satisfactory inspection by the Park Manager, or its designee. If the Security/Repair Deposit is not claimed within 7 days after the event, it will be returned to the address provided above.

Initial: _____

Checks made payable to **County of Delta** or **Delta County Parks**

OFFICE USE ONLY:				
Usage Fee	Check #	Date Received:		Initial
Certificate of Liability	Liquor YES / NO	Date Received:		Initial:
Deposit	Date Received:	Initial:	Date Returned:	Initial:
Inspections	Open Time:	Initial:	Close Time:	Initial:

General liability insurance is required, and proof of coverage (certificate of coverage) must be provided to the Delta County Parks and Campgrounds. Check one that applies:

Individual Person(s) as LESSEE: Personal Liability Coverage (\$300,000 minimum), naming the County of Delta as additionally insured.

Non-profit or Charitable Group as LESSEE: Commercial General Liability Coverage (\$500,000 per occurrence and/or aggregate for personal injury, bodily injury and property damage, including products and completed operations and contractual liability), naming the County of Delta as additionally insured.

Commercial (For Profit) Group as LESSEE: Worker's Compensation Insurance, Commercial General Liability Insurance (\$1,000,000) and Motor Vehicle Liability (\$1,000,000), naming the County of Delta as additionally insured.

CIRCLE ONE

Are alcoholic beverages, including liquor, beer, or wine, going to be present or served? **YES NO**
UNDER NO CIRCUMSTANCES, are alcohol beverages to be provided to, served to, sold to, distributed to, or consumed by a person under the legal drinking age of 21.

MUST check one below:

Alcoholic beverages will NOT be sponsored, provided, served, sold, distributed, controlled or coordinated by the group, organization, or LESSEE at any time.

Alcoholic beverages will be served or provided or distributed by the LESSEE, and a certificate of coverage (general liability with liquor liability) in the amount of \$500,000, naming the County of Delta as additionally insured, will be provided to the Delta County Parks and Campgrounds on or before the above due date. Alcoholic beverages will not be sold, or money taken for.

Alcoholic beverages will be served or provided or distributed by the LESSEE, and LESSEE is a non-profit group or organization that will obtain a one-day liquor license and proof of this one-day license will be provided to the Delta County Parks and Campgrounds on or before the above due date.

Alcoholic beverages will be served or provided or distributed by the LESSEE, and this event will be catered by a current liquor license holder and proof of a current liquor license will be provided to the Delta County Park and Campgrounds on or before the above due date.

Security/Repair Deposit: REFUNDABLE only if the area is free of damage and is cleaned to the satisfaction of the Park Manager, or its designee on duty. Clean-up must be completed, and all equipment, supplies, and/or personal belongings MUST BE REMOVED from the pavilion prior to leaving on the night of the event. An inspection before and after the event will be performed to protect both interests of the LESSEE and the County of Delta/Delta County Parks and Campgrounds.

Cancellations: The user fee is NON-REFUNDABLE if LESSEE cancels or withdraws from this Lease Agreement for any reason from the Lessor's signature date.

No rights, claims, or payments accrue to the LESSEE should County of Delta/Delta County Parks and Campgrounds fail in performance of this Lease Agreement. County of Delta/Delta County Parks and Campgrounds may withdraw and/or cancel this Lease Agreement for any reason, including during the period of use of the Lease Agreement. Charges shall accrue to LESSEE for County of Delta/Delta County Parks and Campgrounds employee overtime resulting from the LESSEE or LESSEE's invitees' failure to vacate facility at closing time and/or the time ending this Lease Agreement. If any of these charges are more than the security deposit, the deposit will be forfeited to cover the costs.

Additional Requirements: LESSEE must initial below, acknowledging agreement to all additional requirements.

LESSEE and LESSEE's invitees adherence to the Park Rules of the County of Delta/Delta County Parks and Campgrounds and all applicable local, state, and federal laws shall be a requirement of this Lease

Agreement. If any applicable local, state or federal laws appear to conflict with the terms of this Lease Agreement, those laws shall be considered additional requirements to this Lease Agreement. Catering, or other LESSEE's contracting for support services, shall have adequate insurance coverage, including products liability, and all necessary state and local licenses and permits.

LESSEE and all invites using the facility by way of this Lease Agreement assume all risk, danger and incidentals to the use of this facility during the term of this Lease Agreement. LESSEE hereby guarantees and assumes full and exclusive responsibility for damage to property, fixtures, and equipment belonging to or used by County of Delta/Delta County Parks and Campgrounds, if cause by LESSEE or LESSEE's invitees during the period of this Lease Agreement. Costs for repair of damages, if less than the security deposit, shall be recoupable from the security deposit. LESSEE guarantees and assumes full and exclusive responsibility for the safety of the people and property of all participants, invitees of the LESSEE, spectators and public at any of the events contemplated by the LESSEE or put on by the LESSEE. LESSEE assumes all risks of the events; County of Delta/Delta County Parks and Campgrounds assumes none thereof.

LESSEE agrees to have responsible individuals on the premises for the duration of the event to insure orderly behavior and general conduct of LESSEE and LESSEE's invitees.

Initial: _____

Hold Harmless and Indemnification Agreement, and Waiver of Subrogation Agreement:

To the fullest extent permitted by law, the above named LESSEE (**initial:** _____) agrees to defend, pay on behalf of, indemnify, and hold harmless the County of Delta/Delta County Parks and Campgrounds, County elected and appointed officials, employees and volunteers, and others working on behalf of the County of Delta against any and all claims, demands, suits, loss, all cost expense, or any damage which may be asserted, claimed or recovered against or from the above names parties by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this Lease Agreement, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the County of Delta/Delta County Parks and Campgrounds, volunteers, and any others working on behalf of County of Delta/Delta County Parks and Campgrounds or by third parties, or by the agents, servants, employees or factors of any them including defense thereof.

And, to the fullest extent permitted by law, the above named LESSEE (**initial:** _____) hereby release the County of Delta/Delta County Parks and Campgrounds, County elected and appointed officials, employees and volunteers, and others working on behalf of the County of Delta from any and all liability or responsibility to the LESSEE or anyone claiming through or under the lease by way of subrogation or otherwise, for any loss or damage to property caused by fire, wind, tree, weather, or any other casualty, even if such fire, wind, weather, or other casualty shall have been caused by the fault or negligence of the above named parties. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of the LESSEE's occupancy or use, and LESSEE's policies of insurance shall contain and clause or enforcement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the LESSEE to recover there under.

And, the above named LESSEE (**initial:** _____) is responsible for full compliance with the Americans with Disabilities Act pertaining to its use of the facility.

Must be signed by LESSEE ONLY:

LESSEE's Signature: _____ **Date:** _____

LESSEE's Printed Name: _____

LESSOR's Signature: _____ **Date:** _____

Delta County's Park Manager