

MARSHALL COUNTY APPLICATION, AGREEMENT AND POLICY FOR USE OF FACILITIES

ORGANIZATION/PERSON REQUESTING USE: _____
 (Applicant)

ADDRESS: _____ CITY: _____ PHONE: _____

SECOND PERSON IN CHARGE: _____

ADDRESS: _____ CITY: _____ PHONE: _____

DAYS AND DATES REQUESTED: _____

FACILITY REQUESTED: _____

TYPE OF EVENT FOR WHICH USE IS REQUESTED: _____

Facility As Shown on The Attached Map	Rental Rate
A	\$100
B	\$100
C	Not Available for Rental
D	\$100
E	\$100

All payments must be made by check payable to **MARSHALL COUNTY**. MINIMUM DEPOSIT OF \$100 MUST BE PAID AT TIME OF APPLICATION. ALL FEES MUST BE PAID IN FULL THIRTY (30) DAYS BEFORE EVENT DATE. Cancellations must be made in writing and received by the **MARSHALL COUNTY COMMISSION** at least seven (7) days before event date; failure to do so will result in forfeiture of the deposit. Once paid, applicants will not be refunded any portion of their fee.

In consideration of the ability to use the *Marshall County Park Facilities*, I, for myself and for my agents, representatives, heirs and assigns, and the organization, if any, on whose behalf I have requested its use, do hereby expressly agree to defend, indemnify and hold harmless, and further hereby do expressly demise, release and forever discharge *Marshall County* and its officers, officials, employees, agents, representatives, successors and assigns, from and against any and all liabilities, losses, claims, suits, judgment, damages, costs, expenses, legal fees, and controversies of every and any kind, known and unknown, suspected and unsuspected, at law and in equity, which may now or in the future be asserted against all or any of them and which arise out of or pertain in any way, directly or indirectly, to my/our use of the *Marshall County Park Facility* and/or to the negligence of the County of *Marshall* and/or any of its officers, officials, employees, agents or representatives.

By signing this Application and Agreement, I acknowledge that I have read it in its entirety and that I have received a copy of the *Marshall County Park Usage Policy*, which is incorporated into this Application and Agreement and agree that I, and my organization, if any, will abide by that Policy and will pay all usage fees and damages assessments when due, including all costs and fees incurred by Marshall County, including a reasonable attorney fee, should the county be required to recover said amounts through litigation. I further acknowledge that any misrepresentation in this Application and Agreement may result in cancellation of reservation and/or forfeiture of all deposits.

THE FOLLOWING POLICIES WILL BE STRICTLY ENFORCED

1. Policy

The *Marshall County Park Facilities*, like all recreational facilities owned by County, is maintained and equipped for the purpose of benefiting the public by providing opportunities for recreational activity. When available in accordance with this policy, the park facilities will be open for reserved use by members of the public and community organizations for uses and activities meeting the criteria outlined in this Policy. It is the County's policy that provision of the facilities shall not be for profit and that fees charged for use of the facilities shall be only as are necessary to operate the facilities.

2. Authority

- A. The Marshall County Commission shall schedule the use of the facilities. Use of facility is available for use by the following groups and purposes, listed in descending order of scheduling priority:
- 1) County sponsored activities;
 - 2) Other publicly sponsored activities;
 - 3) Recreation activities, social functions or cultural events hosted by community organizations for public attendance;
 - 4) Community organizations for private function;
 - 5) Marshall County citizens for private function. Appropriate private functions will typically include: weddings, wedding receptions, birthday parties, family reunions, showers, anniversary parties, and bar/bat mitzvahs where those attending would primarily be immediate family members.
- B. It is the Policy of Marshall County that the facilities will not be made available to any Individual or entity for his/her/its use on a recurring, single- or multi-day basis if the purpose of such use is the individual's or entity's conducting of a business operation (example: restaurant, cafe, store, etc.). In the event of any question regarding a particular use and the facility's availability under this policy, the decision of the Marshall County Commission Chairman shall be final.
- C. The Marshall County Commission may, upon prior request and in the Commission's sole discretion, make the facilities available for use without charge or for a reduced charge for a particular event sponsored by a non-profit or public-interest organization(s) and open to the public. Organizations requesting reduced use fees or fee waivers must submit a written request to the Marshall County Commission, detailing the type and nature of the proposed event, its purpose, the persons to whom the event will be open and, if a fundraiser, details concerning the proposed beneficiary of funds raised by the event.
- D. Excluded Groups/Events: Permission for use will not be granted for the following groups and events:
- 1) Children or young-adult activities with insufficient supervision.
 - 2) Events not in compliance with County Regulations, County ordinances, and/or State/Federal law.

3. Responsibility

Groups and individuals reserving the County park facility shall abide by the following regulations:

- A. Damages:
- 1) Each individual or group using the County park facility shall accept full financial responsibility for all usage fees and for all damage to or loss of County-owned equipment or facilities, including all costs and fees (including a reasonable attorney fee), if any, incurred by the County in collecting such fees and damage charges.
 - 2) Damage charges shall be invoiced by the County and shall be paid in full no later than ten (10) days after the date of invoice. All such charges must be paid before the individual or group will be granted use of the County park facility in the future as well as being sent to collections.
- B. Liability:
- 1) The County shall not be liable for any loss, theft, personal injury or property damages that may occur to any member(s) of any group or individuals while on the County park facility premises.

- C. Absent advance County Commission approval of a later time, the County park facility must be vacated and cleaned by _____. Failure to do so may result in forfeiture of deposit and/or imposition of additional charges. The County Commission may approve or disapprove requests for later closing times in its sole discretion, and may condition the granting of any such request upon payment of such additional fees as the Commission may deem reasonable and appropriate.
- D. At any point during a function or event, an agent of the County may terminate the function or event before the scheduled ending time at the discretion of the County agent without rescheduling the event or refunding any part of the use fee. The following is a nonexclusive list of possible reasons for termination of an event in progress:
- 1) Violence;
 - 2) Vandalism;
 - 3) Drug use;
 - 4) Excessive noise (after receipt of warning);
 - 5) Refusal to comply with any part or term of the Application and Agreement or the Usage Policy;
 - 6) Violation of any City, County, state or federal law.
- E. Except as otherwise permitted by the County Commission under the provisions of this Usage Policy, a \$100.00 deposit shall be made by all individuals and organizations upon submission of a reservation application. Deposits may be made cash or check. All checks will be cashed immediately. Such deposit shall be forfeited if the reservation is canceled other than as required and may be applied by the County toward the expenses of damage or breakage to the building or equipment.
- F. Within forty-eight (48) hours after each event and function, an inspection of the County park facility shall be made at which time it shall be determined whether any damage has been done to the building and/or its contents. If there has been such damage or if extraordinary cleaning or other expenses need be incurred by the County as a result of the event or function, all or a portion of the deposit may be used therefore; otherwise, such deposit or a portion thereof will be returned if a deposit was required. Deposit will be returned four (4) to six (6) weeks after the rental date. Damage/breakage liability is not limited to the amount of the deposit.
- G. The Group or individual making the reservation shall be financially responsible for all damages to the building, furniture, fixtures and equipment.
- H. All persons attending events at the County park facility shall conduct themselves in a socially acceptable manner.
- I. Clean-up is the responsibility of the reservation applicant. Facility clean-up shall include removal of all decorations, and placing all refuse into containers provided. When taking trash outside to the dumpster, users must use the kitchen entrance. The County park facility must be left in the condition in which it was received.

4. Release and Hold Harmless

I do hereby, for myself, my heirs and assigns, completely release, acquit and forever discharge the County, its successors, assigns, officials, agents and employees from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which I may hereafter accrue from any and all damages or liabilities resulting from my use of the County facilities. Further, I agree to indemnify and hold harmless the County, and any subsidiaries and/or affiliated officials, employees, agents, and attorneys in fact and at law hereafter incurred against, and with respect to, any claims, actions, demands, losses, costs, expenses, liabilities joint or several, penalties, and damages, including counsel fees incurred in investigating or in attempting to avoid or oppose the imposition of damages, resulting from any and all damages my use of the County facilities.

Approved 1/13/14

5. Miscellaneous Provisions

- A. This agreement embodies the entire agreement and understanding between the parties concerning indemnification, and there are no representations, warranties, terms, covenants or conditions made by either party concerning same except as herein expressly contained.
- B. In the event of breach of any provision of this agreement, the parties agree that such breaching party shall reimburse the other parties all reasonable attorneys' fees and other costs expended or incurred by reason thereof. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective executors, administrators, heirs, successors and/or assigns.

DATE: _____

Signature of Applicant