

PARK USE AGREEMENT
Veronica Valley County Park

THIS AGREEMENT is made and entered into this ___ day of _____, _____, by and between Leelanau County, hereinafter referred to as “the County,” and St. Mary School, hereinafter referred to as “Licensee.”

WITNESSETH:

WHEREAS, the County controls, manages and operates Veronica Valley County Park, hereinafter referred to as “the Park”; and

WHEREAS, Licensee has requested use of Veronica Valley County Park for the purpose of hosting a **“Cross Country Invitational”** to be held **September 29, 2018.**

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties hereto agree to be bound by this Agreement as follows:

SECTION 1. **USE GRANTED.** The County grants to Licensee exclusive use of a portion of the Park for the purpose of hosting a **“Cross Country Invitational”** to be held **September 29, 2018,** from **9:00 a.m. to 1:00 p.m.** (“the Event”).

Licensee agrees to coordinate with the Maintenance Director, or his designee, concerning any conditions he may have for the use of any property under his management and control. The Maintenance Director or his designee has final authority as representative of County to interpret compliance with Park rules.

SECTION 2. **FEES AND DEPOSIT.** Fees and deposit for usage of the premises are waived.

SECTION 3. **INSURANCE** – The Licensee shall procure and maintain appropriate insurance coverage for the Event, as outlined in the Leelanau County Board Policy on Insurance (See attachment “A”), which shall include coverage of athletic participants. All participants in the Event are required to sign waiver forms prior to participating in the Event.

SECTION 4. **INDEMNIFICATION.** Licensee agrees to defend, pay on behalf of, indemnify, and hold harmless the County, its elected and appointed officials, employees, agents and volunteers, and others working on behalf of the County against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the County, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with the Event. Licensee’s indemnification obligation under this Section is not limited by the insurance required by this

Agreement.

SECTION 4. NOTICE OF CLAIM. The County shall give to Licensee notice of any claim made or litigation instituted, which directly or indirectly, contingently or otherwise in any way affects or might affect it. Licensee shall have the right to compromise and participate in the defense of the claim to the extent of its own interests.

SECTION 5. DEFAACEMENT OF PREMISES. Licensee shall not injure, nor mar, nor in any manner deface the Park premises or any equipment contained therein, and shall not cause or permit anything to be done whereby the said premises or equipment therein shall be in any manner injured, marred or defaced; and will not drive or permit to be driven nails, hooks, or screws into any part of any tree, building or equipment contained therein, and will not make nor allow to be made any alterations of any kind to any building or equipment contained herein.

SECTION 6. PREPARATION AND RESTORATION OF PREMISES. Licensee shall be responsible for preparation of the use area of Park for the Event, and shall also be responsible for the removal of all equipment, trash, debris, or other material of any kind or nature whatsoever that is brought in or left by any of its members, agents, servants, employees, guests, invitees, and participants. Licensee agrees to place on the premises prior to the event additional trash receptacles, and to remove them no later than the day after the Event.

SECTION 8. SECURITY. Licensee agrees to provide (at its own expense) security for the event as required by the Leelanau County Sheriff's Office.

SECTION 9. DISCRIMINATION PROHIBITED. Licensee will not on the grounds of race, color, sex, religion, physical handicap, height, weight, marital status, national origin or ancestry discriminate or permit discrimination against any person or group of persons in any manner prohibited by law.

SECTION 10. ADDITIONAL EVENTS. Licensee shall not hold, provide or sponsor any events in addition to the use granted for this Event in Section 1 hereof which require the exclusive use of a designated area of the Park.

SECTION 12. COMPLIANCE WITH LAWS AND REGULATIONS. Licensee agrees to comply with all laws, ordinances and regulations adopted or established by federal, state or local governmental agencies or bodies. Licensee agrees to abide by all rules and regulations of the Park and by any and all resolutions of the Board of County Commissioners governing the Park. The Maintenance Director or his designee has final authority as representative of the County to enforce compliance with Park rules.

SECTION 13. PUBLIC FORUM. Licensee acknowledges and agrees that the Park premises (including the licensed premises) is a traditional public forum, and that the County will make no efforts to exclude or prohibit First Amendment activities.

SECTION 14. UNAVOIDABLE HAPPENING. If, for any reason, an unforeseen event occurs, including, but not limited to fire, casualty, labor strike, or other unforeseen occurrence, which renders impossible the fulfillment of any term of this Agreement, the Licensee shall have no right to nor claim for damages against the County.

SECTION 15. CANCELLATION. This Agreement may be canceled and terminated at any time by mutual Agreement, or by either party upon giving thirty (30) days notice of the cancellation to the other party.

SECTION 16. MODIFICATION. This Agreement may be modified, changed, or amended only as may be mutually agreed in writing between the County and Licensee.

SECTION 17. ENTIRE AGREEMENT. It is understood that this Agreement supersedes and cancels any and all prior existing arrangement between the parties hereto and their predecessors concerning the uses provided for herein. Any matters not expressly provided for in this Agreement will be at the sole discretion of County.

SECTION 18. ASSIGNMENT. It is understood and agreed that Licensee shall not sell, assign or transfer any of its rights or privileges granted hereunder without the prior written consent of County.

SECTION 19. PUBLIC SAFETY. Licensee agrees that, at all times, activities conducted will be with full regard to public safety. Licensee will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety, and shall cooperate with the County to assure such safety.

Licensee agrees not to bring onto the premises any material, substances, equipment, or object which is likely to endanger the life of, or to cause bodily injury to, any person on the premises or which is likely to constitute a hazard to property thereon, without the prior approval of the County. The County shall have the right to refuse to allow any such material, substances, equipment or object to be brought onto the premises, and the further right to require its immediate removal.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by signature of their duly authorized officers the day and year first above written.

Leelanau County

St. Mary School

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Exhibit "A" - LEELANAU COUNTY BOARD POLICY ON INSURANCE

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| GENERAL SUBJECT: | Administration/General (County Administrator) | Policy No. | 13 |
| SPECIFIC SUBJECT: | Insurance Requirements Policy | Adopted: | 04/17/1990 |
| | | Revised: | 02/15/1994 |
| | | Revised: | 05/21/2013 |

APPLIES TO: All Leelanau County Employees and Elected Officials.

PURPOSE: The Leelanau County Board of Commissioners hereby establishes a policy on insurance requirements for contractors, vendors, individuals, and/or organizations receiving monies from Leelanau County. The purpose of these requirements is to assure that the parties referenced above are accepting appropriate responsibility for insuring their own operations, and that they are not unduly exposing Leelanau County taxpayers to liability and/or loss.

The Contractor, and any and all of their subcontractors, shall not commence any work until they have met the insurance requirements outlined in this policy. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Leelanau County and have a minimum A.M. Best Company (www.ambest.com) Insurance Report rating of not less than A or A- (Excellent).

1. Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of the contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan. Workers' Compensation and Employers' Liability Insurance are required if the party hires one or more persons or currently has employees. If a party currently does not have any employees, an affidavit must be filed with the County Clerk stating that the party currently has no employees and will not hire any while working for Leelanau County as a contractor or a subcontractor, etc.
2. Contractor's Tools & Equipment: The Contractor shall be responsible for insuring all its tools, equipment and materials which it may leave at the Project's work site. The County shall not be responsible for any loss or damage to the Contractor's tools, equipment and materials.

3. Professional Liability (Errors and Omissions) Insurance: [For contracts for professional services, e.g., Architect, Engineers, Doctors, Dentist, etc.] The Contractor shall possess Professional Liability Insurance (errors and omissions) with limits of not less than \$1,000,000.00 per occurrence or claim. If the Professional Liability Insurance is on a claims-made basis, the Contractor shall purchase extended reporting period “tail” coverage for a minimum of three (3) years after termination of the Agreement.
4. Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of their contract, Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
5. Motor Vehicle Liability: The Contractor shall procure and maintain during the life of their contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
6. Deductibles: The Contractor shall be responsible for paying all deductibles in its insurance coverages.
7. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be **Additional Insureds:** Leelanau County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. The Contractor’s insurance coverages shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, regardless of whether said other available coverage be primary, contributing or excess.
8. Cancellation Notice: Workers’ Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: “It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to the office of the Leelanau County Administrator.
9. Owners’ and Contractors’ Protective Liability: [For Contracts for Construction or Large Repair or Maintenance Projects such as road work, sewer work or building projects] The Contractor shall procure and maintain during the life of the contract, a separate Owners’ and Contractors’ Protective Liability Policy with limits of liability not less than

\$1,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Leelanau County shall be "Named Insured" on said coverage. Thirty (30) day Notice of Cancellation shall apply to this policy.

10. Proof of Insurance Coverage: The Contractor shall provide Leelanau County at the time that the contracts are returned by him/her for execution, certificates as listed below:
 - a. Certificate of Insurance for Workers' Compensation Insurance;
 - b. Certificate of Insurance for Commercial General Liability Insurance;
 - c. Certificate of Insurance for Vehicle Liability Insurance;
 - d. Certificate of Insurance for Professional Liability Insurance on Projects where such insurance is required.
 - e. Original Policy, or original Binder pending issuance of policy, for Owners' & Contractors' Protective Liability Insurance, where such insurance is required.
 - f. If so requested, Certified Copies of all policies mentioned above will be furnished.

11. If any of the above coverages expire during the term of the contract, the Contractor shall deliver renewal certificates and/or policies to the Leelanau County Administrator at least ten (10) days prior to the expiration date.

Failure to comply with these insurance requirements could result in the termination of a contract or delay in receipt of funds. Questions regarding the scope of applicability of this policy may be directed to the Leelanau County Administrator.