



Clinton County
c/o: Clinton County MSU Extension Office
 County Courthouse, 100 E. State Street – Suite G100, St. Johns, MI 48879
 Office: (989) 224-5241 FAX: (989) 224-5244

Smith Hall/Fairgrounds Use Agreement and License

*** CONTRACT TO BE COMPLETED BY MSU EXTENSION STAFF FOR COUNTY SIGNATURE**

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the Clinton County, acting under authority of the Clinton County Board of Commissioners, hereinafter referred to as "Licensor" and

INDIVIDUAL or ENTITY NAME: _____

ADDRESS: _____

CITY, STATE & ZIP: _____

PHONE: (_____) _____ EMAIL: _____

hereinafter referred to as "Licensee".

WITNESSETH THAT:

- Licensor in consideration of the covenants made by Licensee herein, hereby licenses to Licensee for use by said Licensee only that portion of the Clinton County Fairgrounds listed below, including Licensee's use of parking lot for Licensee and Licensee's guests, and only on the date/s following:

<u>SPACE</u>	<u>DAY/DATE</u>	<u>TIME OF USE</u>	<u>PURPOSE</u>
Smith Hall	_____	_____	_____
Early Set-up	_____	_____	Set-up Activities Only
Fairgrounds	_____	_____	_____
Horse Arena	_____	_____	_____
Dairy Barn	_____	_____	_____
Swine Barn	_____	_____	_____
Pavilion	_____	_____	_____
Equipment	_____	_____	_____
Item Rental	_____	_____	_____

The Clinton County Fairgrounds, 800 Sickles Street, St. Johns, MI 48879, in its entirety and/or its individual component spaces shall hereinafter be referred to as "Premises".

- FEES:** Licensor upon payment of \$ _____, which includes a use fee of \$ _____, an early set-up fee of \$50.00, if applicable, plus a security deposit of \$150.00, agrees to permit Licensee to have non-exclusive reserved use of the space described above. The security deposit is refundable 4-6 weeks after the use date, provided there is not damage done to Premises and the Premises is left in a clean and orderly condition. The use fee stated in this Agreement is subject to any change that may be imposed by the Clinton County Board of Commissioners after the reservation is accepted and before the date of use. Licensee's use of the Premises shall not constitute a tenancy of any kind, and this Agreement is not a lease.

3. **RESERVATION TERMS:** The security deposit along with this signed Agreement is due within ten (10) calendar days to confirm this reservation. The **remaining fee balance is due no later than sixty (60) calendar days prior to the use date.** Failure to fully conclude either financial term on time will result in forfeiture of the security deposit, if any, cancellation of the reservation, and re-assignment of the space to the next available party.
4. **EARLY SET-UP / DECORATING:** Subject to availability, the Premises may be entered on the evening prior to the date of use for a fee of \$50.00 for the specific purpose of decorating and setting up the following day's event. Serving alcohol during the set-up/decorating period is strictly prohibited.
5. **MINIMUM AGE:** Applicants must be at least eighteen (18) years of age to rent the Premises.
6. **HOURS OF USE / OBTAINING KEYS:** The Premises may be used on the date(s) assigned from 8:00 AM until 3:00 AM the day following, except for early set-up/decorating which has a different time span. Keys to the Premises must be picked up between 8:00 AM and 5:00 PM on Monday through Friday. For weekend use, pick up keys on preceding Friday. This Agreement may be amended to add extra days if requested 30 days in advance of use and the desired date(s) are available for use. The premises must be cleaned, equipment properly stored and vacated by 3:00 AM the day following.
7. **FOOD:** The Licensor and its employees are not responsible for food or drinks which are delivered ahead of the scheduled activity or left after the activity.
8. **DECORATIONS:** The Licensee agrees to use only decorations made of fire retardant materials and to attach decorations in a manner that does not leave holes, marks, scars or otherwise damages walls and ceilings surfaces when removed at the end of the use term. Licensee understands that painting of the walls, ceilings, floors, or doors is not allowed.
9. **CLEANUP / RETURN OF KEYS:** The Licensee is responsible for cleaning the Premises and disposing trash, including, as appropriate, barns and outside restrooms. Cleaning activities include: bag trash and leave beside the trash can, washing and properly storing kitchen equipment (special attention given to cleaning and proper assembly of coffee pot parts), wiping table and counter-tops, removing all decorations, stacking tables and chairs on mobile carts and leaving carts at north end of Smith Hall. All equipment must be returned to its original location. Equipment found inside Smith Hall shall not be removed from the building. For use of barns and arena, Licensee is responsible for removing straw and manure. Licensee is responsible for furnishing own equipment and supplies needed for set-up and clean up including cleaning materials.

If the Premises is not left in the same condition as the date of the commencement of this Agreement, ordinary use and wear excepted, and/or the keys to the Premises not returned, the Licensee will be billed time and materials to remedy any deficiency and the amount will be deducted from Licensee's security deposit.

10. **FURNISHINGS:** The Licensor shall have no responsibility in setting up or taking down and storing tables and chairs.
11. **SMOKING:** Smoking is strictly prohibited inside Smith Hall and all other buildings on fairgrounds.
12. **OCCUPANCY:** The number of persons attending any event inside Smith Hall shall not exceed 400, which is the maximum capacity allowed under the State of Michigan Building Code.
13. **UTILITIES:** Outside water is only available from May 1 through October 1, weather permitting. Thermostats are permanently set and are not adjustable. The Smith Hall telephone number is (517) 224-0744. No long distance calls can be made from Smith Hall.
14. **ENTRY AND INSPECTION:** Licensee's use of the Premises is non-exclusive, and Licensor may enter at any time and for any purpose while Licensee is using the Premises or at any other time.
15. **LEGAL:** Licensee will comply with all laws of the United States and the State of Michigan, and with all ordinances of the City of St. Johns and will not permit anything to be done on the Premises in violation thereof. If Licensee violates any of the terms or conditions of this Agreement, Licensor shall have the right to immediately terminate this Agreement without notice or refund, and Licensor may pursue all of its rights and remedies at law or in equity including, without limitation, the right to recover court costs and attorney fees.

16. **ALCOHOLIC BEVERAGES:** Licensee agrees to not cause or allow alcoholic beverages of any kind to be sold, given away, or used upon Premises except after expressing intent herein:

I INTEND TO DISTRIBUTE / SERVE ALCOHOLIC BEVERAGES AT THIS EVENT

Licensee Signature: _____ Date: _____

I DO NOT INTEND TO DISTRIBUTE / SERVE ALCOHOLIC BEVERAGES AT THIS EVENT

Licensee Signature: _____ Date: _____

In the event that alcohol will be served, Licensee shall obtain any liquor license and/or permit that may be required by State of Michigan law or local ordinance.

17. **DISCRIMINATION:** Licensee agrees to not discriminate in its membership or methods of conducting business with respect to race, color, age, handicap, gender, marital status, national origin or veteran status.

18. **CANCELLATION:** No rain checks or refunds will be given due to bad weather. Licensee is entitled to full refund of any fees and security deposit paid to Licensor, less a \$50 administrative fee, upon written notice of cancellation of Agreement when cancellation notice is received by Licensor at least 60 days in advance of use date. If written notice of cancellation is received by Licensor less than 60 days prior to use date, the Licensee’s security deposit will be forfeited to the Licensor. If Licensee fails to cancel the Agreement or cancels less than 30 days prior to the use date, the Licensee is liable for the full amount of fees obligated by this signed Agreement.

19. **PERSONAL PROPERTY:** Licensor assumes no responsibility whatsoever for any property placed in or on said Premises by Licensee and/or Licensee’s guests and Licensor is hereby expressly released and discharged by Licensee from any and all liability for any such loss. All personal property must be removed from the Premises at the conclusion of the event.

20. **ADMISSION FEES, TICKETS, DONATIONS, ETC:** No tickets, admission charges, or donations will be allowed at the Premises unless written approval is given by the Licensor. Written requests shall be submitted for consideration by the Licensor a minimum of sixty (60) calendar days prior to the proposed event. Clinton County government departments are exempt from this term.

21. **RELEASE AND HOLD HARMLESS / INSURANCE:** For consideration of the use of the Premises of Clinton County and other valuable consideration, the undersigned, individually and on behalf of his/her group, organization, association, corporation, non-profit corporation, partnership, union, cooperative, church, school, university and/or college (hereinafter “Entity”), hereby stipulates and agrees to discharge, release, waive, indemnify and forever hold harmless Clinton County, its past, present and future assigns, agents, servants, employees, boards, board members, officers, counsels, council members, volunteers, officials, commission, commissioners, supervisors, and executives (hereinafter “Discharged, Released and Indemnified Parties”) for any and all claims, equitable relief, demands, actions, causes of action, liability, penalties, fines, forfeitures, and suits, now existing or which may hereafter exist due to damage, loss, injury to any person (including death), Entity, real property, and personal property, in any way resulting from or arising from the use of the Premises or property. This release and hold harmless agreement is applicable and enforceable even where there is any violation or alleged violation of statutes, ordinances, orders, rules, regulations of any government entity and is also applicable and enforceable in the case of the sole negligence of the Discharged, Released and Indemnified Parties.

The undersigned, individually and on behalf of his or her Entity, further accepts the Premises and/or property “as is” with all latent and/or patent defects.

This release and hold harmless agreement extends, applies to, covers and includes all known, unknown, unforeseen, unanticipated, unsuspected and/or undisclosed injuries, damage, loss to any person, Entity, real property and personal property.

The undersigned, individually and on behalf of his or her Entity, further agree to the payment of all costs including attorney fees for enforcement of this release and hold harmless agreement and in the defense of any claim, action, suit for legal or equitable relief or liability.

The undersigned, individually and on behalf of his or her Entity, must provide proof of liability insurance to Clinton County covering the times and dates of the activities. Proof of liability insurance is subject to approval as to form and amount by Clinton County. The Certificate of Insurance must state that thirty (30) days advance written notice of cancellation, reduction, and/or material change will be mailed to Clinton County. All of the Discharged, Released and Indemnified Parties must be named as additional insured on said policy unless otherwise agreed to by a separate signed writing. Insurance in the minimum amount of three hundred thousand dollars (\$300,000) combined single limit for bodily injury and property damage and comprehensive general liability shall be provided for all non-alcoholic events. Insurance in the minimum amount of one million dollars (\$1,000,000) combined single limit for bodily injury and property damage and comprehensive general liability shall be provided for events in which alcoholic beverages will be distributed.

The undersigned, individually, represents that he or she has the authority to bind his or her Entity to this Agreement and is signing this Agreement on behalf of the Entity and with the approval of the Entity.

- 22. **EMERGENCY ASSISTANCE:** Immediately dial "911" to report any emergency medical or public safety need. Inform Central Dispatch of the emergency and request dispatch to: Clinton County Fairgrounds, 800 Sickles Street, St. Johns, MI.
To report non-emergency equipment, electrical, water or other service problems, phone 224-5240 or 224-5105 (if between the hours of 8:00 a.m. to 5:00 p.m., Monday thru Friday), or 224-5277 (at all other days and times).
- 23. **ASSIGNMENT AND SUBLICENSING:** Licensee shall not assign this Agreement or sublicense any portion of the Premises without the expressed written approval of the Licensor.
- 24. **INDEPENDENCE OF LICENSEE:** It is expressly understood and agreed by and between the parties hereto that Licensee is not owned, operated, sponsored, affiliated, or otherwise under the direction or control of Licensor. Licensor has no authority or control over any aspect of Licensee's operations, except as provided in this Agreement. Licensee is an entity entirely independent of Licensor related only by the independent contractual terms of this Agreement.
- 25. **WARRANTIES BY THE LICENSOR:** It is further expressly understood and agreed by and between the parties hereto that this Agreement does not contain or embody, and shall not be construed to contain or embody any implied covenant, warranty or agreement on the part of the Licensor, and there are no verbal agreements whatever between the Licensor and Licensee, and no agreements nor covenants exist between them except those representations, warranties and agreements expressed in this instrument.
- 26. **GOVERNING LAW AND VENUE:** Agreement shall be governed by the laws of the State of Michigan and venue for the enforcement of this Agreement shall be in Clinton County, Michigan.
- 27. **SEVERABILITY AND ENFORCEABILITY:** The terms of this Agreement are severable, and in the event that any specific term herein is determined to be unenforceable, the remainder of the Agreement shall remain in full force and effect.
- 28. **ENTIRE AGREEMENT:** The foregoing constitutes the entire Agreement between the parties and may be modified only by a writing signed by both parties.
- 29. **TERMINATION:** Licensor reserves the right to cancel this Agreement at any time without cause upon thirty (30) days advance notice or immediately if for cause as determined by Licensor in its sole discretion.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

LICENSEE SIGNATURE:

BY: _____

LICENSOR SIGNATURE:

BY: _____

TITLE: _____

NOTE: After looking over and signing where indicated, return original signed form to the Clinton County MSU Extension Office. After review, Licensor representative will sign and return a copy to you.