

DECATUR COUNTY COURTHOUSE LAWN

CONTRACTUAL AGREEMENT FOR USE OF FACILITIES

Organization: _____

NAME: _____
Last First Middle

ADDRESS: _____

Email address: _____

Contact or Authorized Representative: _____

PHONE NUMBER: (____) _____

Best time to call: (circle one) Morning / Afternoon / Evening

Name of Event/Activity: _____

Purpose of Event/Activity: _____

Description of Event/Activity: _____

Number of Attendees: _____

Date of Event/Activity: From _____ to _____

Area of lawn to be used: NORTH SOUTH EAST WEST GAZEBO ENTIRE LAWN

Will there be food and beverages served? YES _____ NO _____

Additional requests: _____

INSURANCE IS MANATORY: PLEASE NOTE

To the fullest extent of the law, _____, agrees to defend, indemnify, and hold harmless, DECATUR COUNTY it's elected officials, officers, agents, volunteers, and employees from and against all claims , damages, losses, and expenses of any kind whatsoever, including but not limited to attorney's fees, courts costs, or other alternative dispute resolution costs arising out of , resulting from, or otherwise but for the use of the Decatur County properties under this Agreement, more specifically described as Decatur County Courthouse Lawn for the purpose of (facility)

(event-program)

This Agreement shall apply to any such claim, damage, loss, or expense of any kind, whatsoever attributable to bodily injury, sickness, disease, death, personal injury, or property damage, including the loss of use of diminution in value resulting therefrom, or any other cause of loss whatsoever to the extent it is caused in part or in whole by the actual or alleged negligent acts, errors, or omissions of _____ . **REGARDLESS OF WHETHER OR NOT IT IS CAUSED IN PART BY THE ACTUAL OR ALLEGED NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF DECATUR COUNTY, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES, OR A PARTY INDEMNIFIED HEREUNDER, IRRESEPECTIVE OF WHETHER DECATUR COUNTY, IS IDENTIFIED OR JOINED AS A PARTY TO ANY SUCH CLAIM, LAWSUIT OR ACTION.**

DECATUR COUNTY, reserves the right, but not the obligation, to participate in defense of any claim or suit brought without relieving _____ of any obligation hereunder. _____ further agrees to procure, at its cost, general liability insurance, written through an insurer properly licensed to do business in the State of Indiana, having policy limits for bodily injury and property damage in an amount **not less than \$1,000,000.00 per person and \$5,000,000.000 per occurrence.**

_____ further agrees to procure at it's cost, an additional insured endorsement to said policy identifying DECATUR COUNTY, as an additional insured for the purposes of liability arising out of _____ use of the Decatur County Courthouse Lawn, of DECATUR COUNTY, property as identified above. Said endorsement to be effective during _____ possession and use of DECATUR COUNTY, premises.

Specifically, if alcohol will be consumed or served at the facility, for any duration of the event/program _____ agrees to procure , at its cost, an additional alcohol endorsement covering all liability for service and consumption of alcoholic beverages, and shall include on said endorsement, DECATUR COUNTY, as an additional insured for purposes of indemnification.

***A COPY OF ALL INSURANCE POLICIES WILL BE REQUIRED PRIOR TO ENTERING INTO A CONTRACTUAL AGREEMENT WITH DECATUR COUNTY.**

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THE CONTRACTUAL OBLIGATION AND EXPECTATIONS AS STATED IN THIS AGREEMENT AND FURTHER THAT I AM AN AUTHORIZED REPRESENTATIVE OF

AND I WILL UPHOLD THIS AGREEMENT IN ITS ENTIRETY.

SO AGREED this _____ day of _____, 20____.

BY: AUTHORIZED REPRESENTATIVE

APPROVED BY:

DECATUR COUNTY COMMISSIONERS