

Facility Number:
Permit Number:
Permittee Name:
Permittee Phone:



Calhoun County Parks SPECIAL USE PERMIT

Issued under authority of MI P.A. 261 of 1965, as amended. Subject to the provisions of the law and the conditions herein contained, permission is hereby granted to the person or group named to use County Park land described for the purpose indicated.

Park Facility:
Authorized Land Use:
Special Conditions And/Or Penalties Not Cited Below:

Representative To Contact Relative To Operations Under This Permit:	
Name of Representative:	Title:
Street Address:	Phone Number:

THIS PERMIT IS SUBJECT TO THE FOLLOWING CONDITIONS AND REQUIREMENTS:

Hereinafter the Calhoun County Parks Board of Trustees shall be referred to as the Board.

- 1.) Unless sooner terminated, this permit shall expire on the date indicated above.
- 2.) Payment in the amount specified above shall be made prior to use of land indicated above or in installments as indicated above.
- 3.) Permittee shall maintain area under permit in a clean and slightly condition.
- 4.) Requests for permit renewals should be made to the Board Representative 30 days prior to the expiration date of this permit. Such requests will be considered only when all stipulations in the original permit have been complied with.
- 5.) The rights accruing under this permit shall not be assigned or transferred without the written consent of the Board Representative.
- 6.) Permittee shall not commit, cause, or allow to be committed any waste of, or injury to, said premises or any part thereof, nor use the same except for the purpose indicated.
- 7.) Temporary improvements necessary for the efficient utilization of the said premises may be made as indicated.
- 8.) Improvements made by the permittee on said premises and not removed within 30 days after cancellation or expiration of this permit, and when such removal shall be requested by the Board Representative, shall become attached and remain as part of the premises.
- 9.) The Board reserves the right to deny or cancel permit at any time.
- 10.) **LIABILITY:** Permittee hereby releases, waives, discharges, and covenants not to sue, the County of Calhoun, its departments, officers, employees, and agents from any and all liability to Permittee, its officers, employees, agents, and/or members for all losses, injury, death, or damage, and any claims or demands therefore, on account of injury to person or property, or resulting in death of Permittee, its officers, employees, agents, or members, whether caused by the County of Calhoun, its departments, officers, employees, or agents in reference to the activities of this permit. Permittee shall reimburse the County for any reasonable attorneys fees incurred in defending, settling, or responding to any such claim.
- 11.) **INDEMNIFICATION:** Permittee hereby covenants and agrees to indemnify and save harmless, the County of Calhoun, its departments, officers, employees, and agents, from any and all claims and demands, for all loss, injury, death, or damage, that any person or entity may have or make, in any manner arising out of any occurrence related to (1) this permit; (2) the activities authorized by this permit; (3) the use or occupancy of the premises which are the subject of this permit, as well as any other county owned lands. This indemnification and save harmless agreement shall extend to all loss, injury, death, or damage proximately caused or arising out of the negligence of the County of Calhoun, its departments, officers, employees, or agents.
- 12.) **INSURANCE:** Permittee will procure and keep in force, at Permittee's sole expense, policies of insurance with companies, providing coverage, and in such amounts as are satisfactory to County, insuring Calhoun County and Permittee, as their interests may appear, against public liability, personal injury and extended coverage casualty. Unless the County otherwise requires, Permittee will provide proof of insurance to County of the following limits:
Liability Insurance-Not less than \$1,000,000.00 per person, 2,000,000.00 per occurrence, and \$100,000.00 for property damage.
Casualty Insurance-Not less than 100 % of replacement cost for any of County's structures on the property.
Liquor Liability Insurance-If Permittee is allowed to sell alcoholic beverages, the Permittee shall provide insurance in such amounts as are minimally required by the Michigan Liquor Control Commission.
- 13.) If Permittee is allowed to sell alcoholic beverages, Permittee shall comply with Michigan's Liquor Control Code and all other applicable statutes, regulations, law and rules.
- 14.) Permittee and occupants are responsible for the payment of all associated fees established by the Board.
- 15.) Permittee agrees to comply with all requirements herein, and, if for any reason Permittee violates or neglects to fulfill such requirements, this permit shall terminate and Permittee shall forfeit all rights and payments made hereunder. Should Permittee remain in possession of said premises after cancellation or expiration of this permit, said Permittee shall be considered as tenant or tenants holding over without permission and may be evicted from said premises.

I have read the terms and conditions contained in this permit. I agree to abide by the same, and assume all the obligations contained herein.	Approved by:
Permittee Signature:	Board Representative:
Date:	Date: