

**Hold Harmless and Use Agreement for the  
Pinconning Community Center**  
200 N. Mable St., Pinconning, MI 48650  
**Uninsured Groups**

Hold Harmless and Use Agreement made and entered into this date by and between City of Pinconning Downtown Development Authority (DDA), 208 Manitou St., P.O. Box 628, Pinconning, Michigan 48650, and

\_\_\_\_\_ (Users).

The User will be permitted access to the Pinconning Community Center on \_\_\_\_\_  
\_\_\_\_\_ (day, mth, year) from \_\_\_\_\_ (time in,  
time out) and will agree to follow any and all rules governing use of the facility and any specific guidelines or restrictions at the sole discretion of the City of Pinconning DDA (Attached).

The specific location of any use shall be subject to the City of Pinconning DDA discretion and the User will be responsible for all expenses related to its presence at the Pinconning Community Center. Further, the User agrees to pay for any damages to property arising from or out of use by User or its agents, members, partners, associates or employees, during use period.

The User(s) agrees to indemnify and hold harmless the City of Pinconning DDA, and City of Pinconning, its boards, employees, and representatives from any and all claims, actions, suits, and judgments and expenses including claims, costs, attorney fees and damages in connection with its activities resulting in loss of life, bodily or personal injury, product liability claims and/or damage to property arising from or out of use by the User or its agents, members, partners, associates or employees, of any portion of the Pinconning Community Center and grounds.

**WITNESSES**

\_\_\_\_\_  
Authorized Representative User

\_\_\_\_\_  
City of Pinconning DDA

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title Telephone No.

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved the City of Pinconning D.D.A. Board of Directors 4/11/06.

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The user agrees to indemnify and hold harmless the City of Pinconning DDA, and City of Pinconning, its boards, employees, and representatives from any and all claims, actions, suits, and judgments and expenses including claims, costs, attorney fees and damages in connection with its activities resulting in loss of life, bodily or personal injury, product liability claims and/or damage to property arising from or out of use by the User or its agents, members, partners, associates or employees, of any portion of the Pinconning Community Center and grounds.

The User shall, at its own expense, keep in full force and effect until the cessation of its activity a policy of public liability and property damage insurance with respect to the School District having limits of not less than One Million Dollars (\$1,000,000) for each occurrence and aggregate, including bodily or personal injury, product liability, if applicable, and property damage, with the City of Pinconning DDA and City of Pinconning named as an additional Insured for the period of the activity. Automobile liability coverage of at least One Million Dollars (\$1,000,000) will be required depending on the circumstances. The User also must name The City of Pinconning and The City of Pinconning DDA as additionally insured on their policy for the event period requested. The User agrees to provide proof of such insurance to the City of Pinconning DDA at least 24 hours in advance of the scheduled activity.

WITNESSES:

\_\_\_\_\_  
Authorized User Representative  
Representation

\_\_\_\_\_  
City of Pinconning DDA

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Pinconning Community Building Use Policy

## Use of Building

1. Buildings and facilities may be used without charge by the following organizations:
  - a. Parent-Teacher Associations and other similar groups
  - b. Service groups such as Boy and Girl Scouts, Campfire Girls, 4-H, and other similar groups
  - c. Local organizations when engaged in charitable, civic, educational or organized recreational purposes.
  
2. Buildings and facilities may not be used by the following types of organizations without prior approval from the Building Director or City of Pinconning DDA Board:
  - a. Individuals or groups who teach any doctrine that is subversive to the law of the State of Michigan or the United States of America
  - b. Individuals or groups interested in private gain
  - c. Sectarian or religious groups in excess of three meetings per calendar year
  - d. Facilities will not be available if:
    - Such usage is in violation of the law
    - The group using the building does not use proper conduct
    - The group proposes to serve alcohol
    - The activity is not in the best interests of the City of Pinconning Downtown Development Authority (DDA) . This determination will be made by the Building Director or his designee with the right to appeal to the DDA Board whose decision shall be final.
  
3. Buildings and facilities may be used by other community groups who meet the following criteria:
  - a. Complete an Application Form obtained from the City of Pinconning office at least seven (7) days prior to activity date
  - b. Payment of fees as stated in this policy must be received prior to activity
  - c. All groups must agree to the following:
    - To indemnify the City of Pinconning and City of Pinconning DDA and Board for loss or damage to said property which results from facility use
    - To relieve the City of Pinconning and City of Pinconning DDA and Board or any of its employees from all responsibility for loss or damage to the property of any person involved during the occupancy
    - To confine activities to the time and to the portion of the building designated
    - To provide proper supervision during occupancy
    - To prevent any conduct on the part of the occupants that would be of a detrimental nature to the building or facilities
    - That no alcoholic beverage be brought onto the premises
    - To provide evidence of liability insurance in an amount appropriate for this activity
    - That the Building Director and DDA Board reserves the right to refuse or cancel the use of said building if they do not feel it would serve the best interest of the our organization or community.

This policy is effective April 11, 2006. This policy reviewed and approved by City of Pinconning DDA Board on April 11, 2006  
Brian Saha, Building Director

# Pinconning Community Building

## Building Use

### BUILDING AND FACILITY FEES:

Gymnasiums:.....\$20.00 per hour  
Or .....\$2.00 per participant per hour  
Whichever is greater

Basement Meeting Room:.....\$10.00 per hour

Custodians:.....\$ 10.00 day, \$ 15.00 night  
a. building in use on weekends must have a custodian in attendance  
b. building in use on weekdays must pay for additional cleaning

### General

Community Building facilities are not available for rental during the PASD School Year from 3pm to 7pm during week days if PASD has use contract in force with The DDA.

No cooking is allowed on the premise without written permission.

Community groups shall be permitted to use these facilities for worthwhile purposes when such uses will not interfere with existing lease obligations. All arrangements shall be subject to the provisions which follow:

#### *Priority of facility use*

- Public education programs affiliated with local schools
- School affiliated groups or organizations
- Resident charitable or civic organizations of the area
- Private groups for use for (supervised) youth and adult recreation

Approved the City of Pinconning D.D.A. Board of Directors 4/11/06.

**Pinconning Community Center**  
200 N. Mable St., Pinconning, MI 48650  
City of Pinconning Downtown Development Authority  
City Hall, (989)879-2360,  
Building Director, (989)879-2281, Fax (989)879-2333

**REQUEST FOR BUILDING USE**

1. MEETING ROOM OR GYM WANTED \_\_\_\_\_
2. DATE WANTED \_\_\_\_\_ TIME \_\_\_\_\_
3. IF FOR MORE THAN ONE DAY: EVERY \_\_\_\_\_ FROM \_\_\_\_\_ TO \_\_\_\_\_  
DAY OF WEEK TIME
4. ORGANIZATION OR PERSON SPONSORING \_\_\_\_\_
5. PURPOSE \_\_\_\_\_
6. NUMBER OF PEOPLE EXPECTED/PARTICIPATING \_\_\_\_\_
7. JANITORIAL SERVICE REQUIRED YES \_\_\_\_\_ NO \_\_\_\_\_
8. OTHER EQUIPEMENT OR SERVICES REQUIRED \_\_\_\_\_
9. NON PROFIT GROUP YES \_\_\_\_\_ NO \_\_\_\_\_
10. ANY OTHER COMMENTS \_\_\_\_\_
11. FEES \_\_\_\_\_

SPECIAL INSTRUCTIONS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Person Requesting Building

\_\_\_\_\_  
Address/PO Box City/Zip Code

\_\_\_\_\_  
Home Telephone Work Telephone Fax Number

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Email Address

For Official Use

\_\_\_\_\_  
Approved

\_\_\_\_\_  
Date