

**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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employees, during use period.

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

Title

Date

City of Pinconning DDA

Title

Date

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

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:

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Person Requesting Building

Address/PO Box

City/Zip Code

Home Telephone

Work Telephone

Fax Number

Applicant Signature

Email Address

For Official Use

Approved

Date