

CHARTER TOWNSHIP OF VAN BUREN - ATHLETIC FIELD USE AND ALLOCATION

HOLD HARMLESS AND INSURANCE AGREEMENT

I, **FIELD/FACILITY USER**, have expressed a desire to utilize an athletic field or facility owned by the Charter Township of Van Buren as stated on this application.

We, the Charter Township of Van Buren, ("TOWNSHIP") agree to provide access to a field or facility to meet the use requested on this application as availability and priority of use allow. Submission of an Application and Agreement Request does not constitute approval. Approval is given according to the allocation policy, field/facility availability, after fees are paid and when a permit is issued.

NOW, THEREFORE, for and in consideration of the covenants herein contained, performed and to be performed, the parties hereby agree as follows:

1. TOWNSHIP shall schedule access to and make all provisions for FIELD/FACILITY USER to enter and use permitted public facility as required to fulfill the purpose of the Agreement.
2. TOWNSHIP shall designate in writing an Administrating Officer to act as the TOWNSHIP representative with respect to the use of the facility contemplated hereunder. Such person shall have complete authority to transmit instructions, receive information and interpret and define the TOWNSHIP requirements in connection with said use.
3. FIELD/FACILITY USER hereby agrees to defend at his own cost and to indemnify and hold harmless the TOWNSHIP, its elected and appointed officials, boards, commissions, officers, agents and representatives, employees from and against any and all liability, damages, costs, losses, claims and expenses, howsoever caused, resulting directly or indirectly from or connected with the performance of the Agreement (including but not limited to such liability, costs, (including attorney fees), damage, loss, claim or expense, arising from the death or injury to an agent, member, invitee, or employee of FIELD/FACILITY USER or of TOWNSHIP or damage to the property of FIELD/FACILITY USER, or of TOWNSHIP, or of any agent, member, invitee or employee of FACILITY USER, or of TOWNSHIP) except where such liability, damages, costs, (including attorney fees), losses, claims or expenses are caused solely by the negligent or wrongful acts of TOWNSHIP or any of its agents or employees other than negligent omissions or commissions of TOWNSHIP its agents or employees, in connection with the general supervision or direction of the use of said facility. FIELD/FACILITY USER, in addition to the foregoing, specifically shall indemnify and save harmless TOWNSHIP and any and all of TOWNSHIP elected and appointed officials, boards, commissions, officers, agents, representatives, and employees, from any liability by reason of Michigan safe place statutes or similar provisions pertaining to the use of said public facility or safety of materials or equipment supplied by TOWNSHIP or others at the direction of TOWNSHIP and used in the performance of the purposed hereunder. **Initial** _____
4. It is further understood and agreed that FIELD/FACILITY USER shall be acting at all times as an independent contractor herein and not as an employee, agent or representative of TOWNSHIP. FIELD/FACILITY USER shall secure at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation and other payroll deductions for FACILITY USER and his officers, agents and employees and all business licenses, if any, in connection with the use of said facility. **Initial** _____
5. FIELD/FACILITY USER shall secure and maintain throughout the period of use contemplated under this Agreement general liability insurance with policy limits of not less than \$1,000,000.00 per occurrence, with TOWNSHIP and its elected and appointed officials, boards, commissions, agents, representatives and employees named as additional insured by endorsement. Such policy or policies of insurance shall further provide that said policies of FIELD/FACILITY USER shall be primary to any insurance held by TOWNSHIP that may be applicable. **Initial** _____

6. This Agreement, the exhibits hereto and any special provisions to which the Agreement is subject may only be altered, amended or rescinded by a duly executed written agreement between the TOWNSHIP and FIELD/FACILITY USER.
7. FIELD/FACILITY USER represents to the TOWNSHIP that he/she is duly authorized to execute this Agreement and bind the FIELD/FACILITY USER to its terms and conditions.

Executed in the Charter Township of Van Buren, Wayne County, State of Michigan and subject to laws thereof.

FIELD/FACILITY USER:

By:
Its:

Charter Township of Van Buren

By:
Its: