

Temporary Use Permit

The County of Oakland, through its Department of Facilities Management, ("County") grants a Temporary Use Permit ("Permit") to use the property described below in Paragraph 1 to:

Name of Entity or Person ("Permittee"):

Address:

Contact Person:

Telephone Number:

E-Mail Address:

For and in Consideration of the issuance of this Permit, the Parties agree to the following terms and conditions:

1. **Use of County Property.** Permittee may only use the property described below for the purposes set forth in this Permit.
 - 1.1. Location and Description of Property:
 - 1.2. Title of Event/Program:
 - 1.3. Use of Property:
 - 1.4. Date and Time of Event/Program:
 - 1.5. Fee:
 - 1.6. Permittee shall not place any signs or advertisements on the Property without the prior written consent of the Director of the Department of Facilities Management.
 - 1.7. Permittee shall keep the Property and anything stored thereon, together with any adjoining sidewalks and entrances/exists, in good order and repair and in a clean, safe, and healthful condition.
 - 1.8. Permittee shall not make any alternations, additions, or changes to the Property, unless prior written approval is given by the Director of the Department of Facilities Management.
 - 1.9. Permittee acknowledges that it had the opportunity to inspect the Property and accepts the Property AS IS.
 - 1.10. Permittee shall leave the property in the same condition that Permittee found it.
2. **Permittee Responsibilities.**
 - 2.1. Permittee shall not add to or alter the pavement markings of the parking lot. Permittee shall leave the lot in the same condition as Permittee found it.

- 2.2. Permittee and all persons performing work on behalf of Permittee shall not, in any manner, hold themselves out to be officials, employees, agents or volunteers of the County.
 - 2.3. Permittee is responsible for and shall obtain, at its sole expense, all necessary licenses, permits, and other governmental approvals that are necessary for use of the Property.
 - 2.4. Permittee shall not sell or permit anyone to sell or consume alcoholic beverages on the Property.
3. **County Responsibilities.**
- 3.1. County shall designate / reserve the lot area needed for Event/Program. County shall remove of loose gravel and any barriers / other hazards in the designated / reserved lot area.
4. **Liability/Assurances.**
- 4.1. **Damage to County Property.** Permittee shall be responsible for any damage to any County property or facility that is caused by Permittee, its employees, agents, invitees, volunteers, or subcontractors or any other persons on the Property because of Permittee's use of the Property. If damage occurs, the County shall make the necessary repairs and/or replacements or cause a third party to make the necessary repairs or replacements, provided, however, that Permittee shall reimburse the County the cost for repairing and/or replacing the damaged property or facilities. Permittee shall pay such costs to the County within fourteen (14) days of receiving an invoice from the County for the repairs and/or replacements.
 - 4.2. **Damage to Permittee Property.** Permittee shall be solely liable and responsible for any property loss or damage resulting from fire, theft or other means to Permittee's personal property located, kept, or stored on the Property during Permittee's use of the Property.
 - 4.3. Permittee shall be solely liable and responsible for any Claims, as defined herein, occurring at or on the Property, which arise out of Permittee's or its employees, agents, invitees, volunteers or subcontractors use of the Property.
 - 4.4. Permittee shall not cause or allow any person or entity to cause any hazardous material, waste, or debris to enter any County property.
 - 4.5. **Indemnification.** Permittee shall indemnify and hold harmless the County of Oakland, its Boards, Commissions, officials, and employees from any and all Claims that are incurred by or asserted against the County by any person or entity which are alleged to have been caused by or found to arise from the acts, performances, errors, or omissions of Permittee or its employees, agents, volunteers, subcontractors, invitees, or any other persons on the Property as a result of Permittee's use of the Property.

- 4.6. **Definition of Claim.** Claims is defined as any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the County, or for which the County may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
5. **Insurance.** Permittee shall obtain and maintain insurance according to the specifications set forth in Exhibit A. Exhibit A is incorporated by reference into this Permit.
6. **Termination**
 - 6.1. Either Party may terminate this Permit at any time for any reason upon immediate notice.
7. **Compliance with Law.** Permittee, including its employees, agents, invitees, and subcontractors must comply with all applicable federal, state, and local laws, regulations and ordinances, and the requirements of this Permit.
8. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. Notwithstanding the foregoing, Permittee shall not assign or transfer any portion of this Permit without the prior written consent of County.
9. **Waiver.** The failure of County to insist upon strict performance of any covenants or conditions of this Permit or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions, or options, but the same shall be and remain in full force and effect. No covenant, term or condition of this Permit shall be deemed to have been waived by County, unless such waiver is in writing by County.
10. **Amendments.** This Permit cannot be modified unless reduced to writing and signed by both Parties.
11. **Severability.** If any term, covenant, or condition of this Permit or the application thereof to any person or circumstance is deemed to be invalid or unenforceable to any extent, the remainder of this Permit or the application of such term, covenant or condition to persons or circumstances, shall not be affected thereby and each term, covenant or condition of this Permit shall be valid and enforceable to the fullest extent

permitted by law, unless removal of such term materially alters the basic intent of the Parties in executing this Permit.

12. **Governing Law.** This Permit shall be governed, interpreted, and enforced by the laws of the State of Michigan.
13. **Counterparts.** This Permit may be executed in one or more counterparts, including facsimile copies, each of which shall be deemed an original, but all of which shall together constitute one instrument.
14. **Entire Agreement.** This Permit sets forth all covenants, promises, agreements, conditions and understandings between the Parties concerning the use of the Property and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties other than are herein set forth.
15. **Effective Date.** The Effective Date of this Permit shall be the date upon which the last of the Parties listed below has signed the Permit.
16. The Parties represent that their respective signatories have the requisite authority to execute and bind them to the duties and responsibilities contained herein.

APPROVED AND AUTHORIZED BY PERMITTEE:

NAME: _____

TITLE: _____

DATE: _____

SIGNATURE

APPROVED AND AUTHORIZED BY COUNTY:

NAME: _____

TITLE: _____

DATE: _____

SIGNATURE

EXHIBIT A

1. Golden Wings must evidence General Liability insurance coverage via Certificate of Insurance in the amount of \$1,000,000 with the County listed as an additional insure.
2. Certificate should also reference automobile liability in the amount of \$1,000,000.
3. Motorcycle owner's personal insurance must be evidenced by GWWRA prior to training.
4. Evidence of workers compensation coverage must be evidenced by GWWRA prior to training for all paid instructors.