

Pike County Courthouse Lawn Space Agreement

THIS AGREEMENT MUST BE RETURNED TO THE OFFICE OF THE PIKE COUNTY CLERK, EXECUTED BY THE USER, NOT LATER THAN 30 DAYS PRIOR TO A PROPOSED EVENT.

This Agreement for the reservation of the Pike County Courthouse Lawn is made this day, _____, by and between _____, hereafter referred to as the "County of Pike", and _____, hereafter referred to as the "User".

Whereas, the User desires to temporarily reserve, occupy, and make use of the County of Pike's Courthouse Lawn (Hereinafter "the Premises") and whereas, the County of Pike agrees to such reservation.

Now, therefore, the parties agree to the following terms and conditions:

1. The User shall have access to and use of the Premises from _____ o'clock on _____, to _____ o'clock on _____, for the purpose of hosting the User's _____ event (hereinafter "the Event"). The Event will include the following activities (if not listed by the User, the County reserves the right to direct the User to discontinue any activity not listed): _____

_____.
2. User shall remove all personal property, trash, and other items that were not present on the Premises when User took control of it and will return the Premises to substantially the same condition as it existed when User was first allowed access to the Premises.
3. User will be solely responsible for any and all liability, costs, expenses, claims, demands, damages, personal injuries, and causes of action, judgments, or attorney's fees that may arise out of the acts or omissions of the User, its employee(s), agent(s), or volunteer(s), or any other person(s) while User is in control of the Premises, and User shall indemnify, defend, and hold harmless the County of Pike, and its employees, agents, elected and appointed officials and insurers from and against any and all liability, costs, expenses, claims, demands, personal injuries, causes of action, judgments, attorneys' fees, which may arise out of the acts or omissions of the User, its employee(s), agent(s), volunteer(s), or any other person(s) while the User is in control of the Premises.
4. If the User's event involves offering any item(s) for sale, or if the User's event involves any dangerous activity, then the User agrees to keep and maintain in effect liability insurance in sufficient type(s) and amount(s) to cover any and all liability that may arise out of the User's use of the Premises, and User will supply the County with Certificate(s) of insurance before taking possession of the Premises evidencing such coverage. User agrees to add the County as an additional insured to its applicable policy(ies) of insurance on a primary basis and not excess of or contributing with any other policy available to the County. User agrees to provide the County with an additional insured endorsement evidencing such coverage before taking control of the Premises. If food will be offered at the Event, User agrees to comply with all the Pike County Health Dept. Guidelines and any other applicable laws or regulations. The County reserves the right to require compliance with this paragraph for any activities that, in the County's discretion, are dangerous.

5. Any disputes arising under this contract shall be adjudicated with the County of Pike Board and/or Building and Grounds Committee of the Pike County Board. If any dispute is litigated then the appropriate venue will be the Circuit Court of Pike County, Illinois.
6. Nothing set forth herein shall be construed to affect or diminish any immunity(ies) that may be available to the County, its employees, elected and appointed officials, agents or insurers under federal or state law.
7. No benefits are intended to be conferred on third parties by this Agreement.
8. The User agrees that, after execution of this Agreement, it will prominently display a copy of this executed Agreement along with any required certificate(s) of insurance at its event, and will produce the same for inspection by any County authority upon request. The User agrees that failure to produce a copy of this executed Agreement and/or a copy of any required certificate(s) of insurance upon request will be cause for removal from the Premises by County personnel.

In witness of their understanding of and agreement to the terms and conditions herein contained, the parties affix their signatures below.

User Signature, Date	County of Pike Signature, Date
Printed Name	Printed Name
Address	Address
City, State, Zip Code	City, State, Zip Code

c.c. Maintenance: Feenstra / County Board Member Hannel /County Board Chairman:
Borrowman/Sheriff/ Co. Clerks office: Moffitt