



206 West Front Street P.O. Box 716
Liberty, SC 29657
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FACILITY USE AGREEMENT AND RELEASE/INDEMNIFICATION

Facility Location _____

- 1. In consideration for being permitted to use the above listed facility of the City of Liberty, SC (hereinafter "Applicant") agrees to indemnify and hold harmless, the City of Liberty, its officers, employees, and insurers from and against all liability, claims, and demands, which are incurred, made, or brought by any person or entity, on account of damage, loss, or injury, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, death, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the use of the facilities, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of City of Liberty, its officers, or its employees, or from any other cause whatsoever.
2. In addition, in consideration for being permitting to use the facilities, Applicant, on behalf of itself, and its officers, employees, City of Liberty, and invitees, hereby expressly exempts and releases City of Liberty, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, or death, that Applicant may incur as a result of such use, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of City of Liberty, its officers, or its employees, or from any other cause whatsoever.
3. By signing below, Applicant agrees that, in the event of any damage, loss, or injury to the facilities or to any property or equipment therein, the City of Liberty may deduct from the damage deposit the full amount of such damage, loss, or injury. Applicant further agrees that, if such damage, loss, or injury exceeds the amount of the damage deposit, Applicant will within thirty (30) days of billing reimburse City of Liberty for all costs associated therewith upon billing by the City of Liberty.
4. It is acknowledged by the Applicant that The City of Liberty does not warrant and does not make any representation as to the condition of the facilities. The Applicant acknowledges that it has inspected the facilities and accepts the facilities "as is" for its intended purpose.
5. Applicant agrees to adhere to the Insurance Requirements as stated on page 2 of this form.

Name of Person/Organization

Signature of Person/Organization Representative

Date

INSURANCE REQUIREMENTS

Applicant shall procure and maintain until all of their obligations have been discharged insurance against claims for injury to persons or damage to property which may arise from or in connection with the event.

The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this agreement. The City of Liberty in no way warrants that the minimum limits contained herein are sufficient to protect the Applicant from liabilities that might arise out of the activities encompassed by this agreement by the Applicant, its agents, representatives, employees or subcontractors and Applicant is free to purchase additional insurance as may be determined necessary.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Applicant shall provide coverage with limits of liability not less than those stated below. A special events coverage endorsement or policy, excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Minimum Commercial General Liability Coverage

- Policy shall include as primary coverage: bodily injury, property damage and broad form contractual liability coverage.
- General Aggregate \$1,000,000
- Each Occurrence \$1,000,000
- Fire Damage (Damage to Facility Premises) \$ 50,000
- The policy shall be endorsed to include the following additional insured language: "The City of Liberty and its officers, employees and insurers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Applicant. A copy of the certificate of insurance shall be provided to the City of Liberty 5 days prior to the event.
- If special events coverage is procured to satisfy the insurance requirement of this agreement, proof of coverage shall be provided to the City of Liberty 5 days prior to the event setting forth coverages equal to or greater than those listed above. The policy shall be endorsed to include the following additional insured language: "The City of Liberty and its officers, employees and insurers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Applicant.

Note: a signed copy of this form must be submitted along with a signed "Application for Use of Property and/or Facilities" form.