

Agreement for Use of the Conference Center

The County of Oakland, 1200 North Telegraph, Pontiac, Michigan, 48341 ("Owner") allows the entity or person identified below to use the Conference Center (located at 2100 Pontiac Lake Road, Waterford, Michigan 48328):

Name of Entity or Person ("User"):

Address:

Contact Person:

Telephone Number:

Fax Number:

E-Mail Address:

The Parties agree to the following terms and conditions:

1. **Use of Owner Property.** User may only use the property described below for the purposes set forth in this Agreement.

- 1.1. **LOCATION AND DESCRIPTION OF PROPERTY TO BE USED.** Executive Office Building Conference Center located at 2100 Pontiac Lake Road, Building 41 West, Waterford, Michigan ("Conference Center"). Exhibit A is a depiction and description of the Conference Center, the Conference Center parking and entrance to the Conference Center. Exhibit A is fully incorporated into this Agreement.

- 1.2. **EVENT TITLE & PURPOSE OF EVENT/PURPOSE OF USE OF CONFERENCE CENTER:**

- 1.3. **INSERT DATES AND TIMES FOR USE OF CONFERENCE CENTER:**

- 1.4. **INSERT FEE FOR USE OF CONFERENCE CENTER AND ANY PAYMENT TERMS:**

- 1.5. **Compliance of Laws.** User, including its employees, agents, invitees, subcontractors, and other persons at the Conference Center because of User's use of the Conference Center shall comply with all applicable federal, state, and local laws, regulations and ordinances, the terms and conditions of this Agreement, and the requirements of the Conference Center Policy, attached as Exhibit B to this Agreement. Exhibit B is fully incorporated into this Agreement.

- 1.6. **Alcoholic Beverages.** Alcoholic beverages shall not be sold, served, or consumed at the Conference Center.
- 1.7. **Permits, Licenses & Approvals.** User 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 Conference Center.
- 1.8. **Signs & Advertising.** Unless otherwise provided in the Conference Center Policy, User shall not place any signs or advertisements on or around the Conference Center without the prior written consent of the Owner's Director of Facilities Management or his/her successor. The use of the Conference Center by the User is not an endorsement or recommendation by the Owner of the User or the User's positions or policies. Unless otherwise agreed by the Parties in writing, User must include in all methods of advertising and at the event, a statement that the Owner, Oakland County, is not a sponsor of the event and does not endorse the products, positions or policies of the User.
- 1.9. User shall not make any alternations, additions, or changes to the Conference Center, unless prior written approval is given by the Owner's Director of Facilities Management or his/her successor.
- 1.10. At the end of this Agreement, User shall leave the Conference Center in the same condition that User found it; clean and free of all rubbish. At the end of this Agreement, User shall remove of all of its personal property from and around the Conference Center. If User does not remove its personal property at the end of this Agreement, the Owner shall dispose of it and bill User for any costs associated with the disposal.
- 1.11. User and all persons performing work on behalf of User shall not, in any manner, hold themselves out to be agents or employees of the Owner.
- 1.12. **INSERT ADDITIONAL USER RESPONSIBILITIES—IF ANY**
2. **Liability.**
 - 2.1. **Damage to Owner Property.** User shall be responsible for any damage to the Conference Center or any damage to other Owner property caused by User, its employees, agents, invitees, volunteers, subcontractors or any other persons at the Conference Center because of User's use of the Conference Center. If damage occurs, the Owner shall make the necessary repairs and/or replacements or cause a third party to make the necessary repairs or replacements, provided; however, that User shall reimburse the Owner for all costs associated with repairing and/or replacing the damaged property or facilities. User shall reimburse Owner within thirty (30) days of receiving an invoice from Owner, setting forth the costs incurred by Owner when repairing and/or replacing the damaged property or facilities.
 - 2.2. **Damage to User Property.** User shall be solely liable and responsible for any property loss or damage resulting from fire, theft or other means to User's personal

property located, kept, or stored at the Conference Center during User's use of the Conference Center.

- 2.3. User shall be solely liable and responsible for any Claims, as defined herein, occurring at or around the Conference Center, which arise out of User's or its employees, agents, invitees, volunteers or subcontractors use of the Conference Center.
- 2.4. **Indemnification.** User shall indemnify and hold harmless the Owner, its Boards, Commissions, officials, and employees from any and all Claims that are incurred by or asserted against the Owner 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 User or its employees, agents, volunteers, subcontractors, invitees, or any other persons at the Conference Center because of User's use of the Conference Center.
- 2.5. **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 Owner, or for which the Owner 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.

3. **Insurance.**

- 3.1. The User shall purchase and maintain insurance that will protect it from all claims for damages because of bodily injury, including death, and from claims for damages to property, which may arise out of or result from the User's use of the Conference Center.
- 3.2. The minimum liability limits of insurance required by this Paragraph (Standard General Liability and Property Damage) shall be \$1,000,000.00 (per occurrence/per claim).
- 3.3. The Owner shall be named as an additional insured entity on all insurance policies.
- 3.4. A certificate of insurance shall be delivered to the Department of Risk Management for review one week prior to use of the Conference Center.
- 3.5. The failure of the User to secure the insurance and deliver of the certificate of insurance as required by this Paragraph shall be grounds for denial of use of the Conference Center and cancellation of the User's event at the Conference Center.
- 3.6. The Owner reserves the right to waive, reduce or increase insurance required by this Paragraph due to specific events to be held at the Conference Center or unique

circumstances involved with the use of the Conference Center. Any such change in the insurance shall be reduced to writing prior to use of the Conference Center and signed by both Parties.

4. **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, User shall not assign any portion of this Agreement or allow another person or entity to use the Conference Center, without the prior written consent of the Director of Facilities Management or his/her successor.
5. **Waiver.** The failure of the Owner to insist upon strict performance of any covenants or conditions of this Agreement 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 Agreement shall be deemed to have been waived by the Owner, unless such waiver is in writing by the Owner.
6. **Amendments.** This Agreement cannot be modified unless reduced to writing and signed by both Parties.
7. **Severability.** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance is deemed to be invalid or unenforceable to any extent, the remainder of this Agreement 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 Agreement 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 Agreement.
8. **Governing Law.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.
9. **Counterparts.** This Agreement 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.
10. **Entire Agreement.** This Agreement 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.
11. **Effective Date.** The Effective Date of this Agreement shall be the date upon which the last of the Parties listed below has signed the Agreement.
12. 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 USER:

NAME: _____

TITLE: _____

DATE: _____

SIGNATURE

WITNESS:

NAME: _____

TITLE: _____

DATE: _____

SIGNATURE

APPROVED AND AUTHORIZED BY THE OWNER:

NAME: _____

TITLE: _____

DATE: _____

SIGNATURE

WITNESS:

NAME: _____

TITLE: _____

DATE: _____

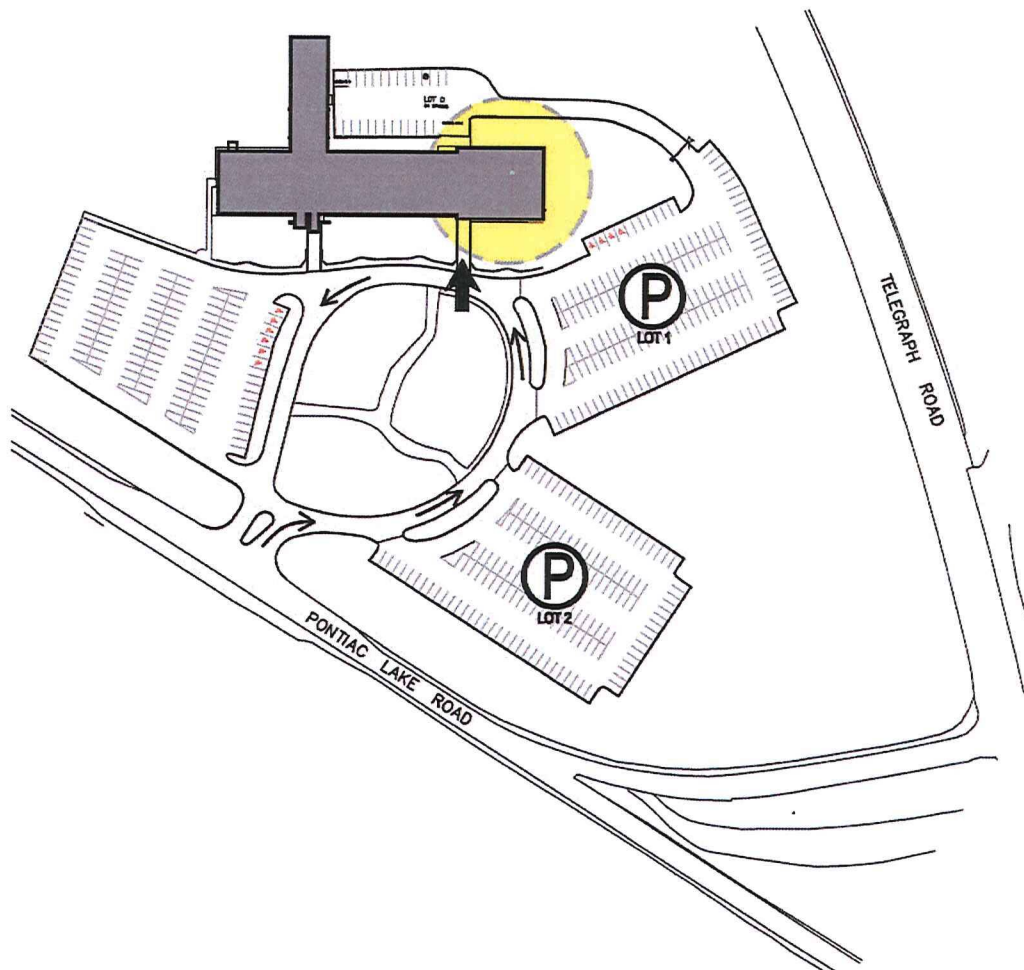
SIGNATURE

Exhibit A

General Information on the Use of the Conference Center for Event Attendees

Location:

The Executive Building is located at 2100 Pontiac Lake Road, just west of Telegraph and the South Entrance to the Oakland County Service Center. The campus building identification number is 41 West, which is clearly marked on the building. The Conference Center is located at the East end of the building, in the one story addition closest to Telegraph.



Parking:

Parking is available in the two lots to the right as you enter the site. Handicap parking is located in the Lot 1. A ring road circles around to the left in front of the building, so you can circle back if you pass the lot you want to use.

Conference Center Entrance:

The Conference Center has its own entrance separate from the main office building. The entrance is clearly identified with the words "Conference Center" over the doorway and with a lighted sign near the curb and sidewalk entering the building.

For security reasons, the revolving entrance door and ADA accessible side passage door are unlocked only during a scheduled event. The side passage door is accessible for building occupants with employee ID card access at other times.

The Conference Center is essentially a separate building from the Executive Office Building and access to the office building from the Conference Center is available to building occupants by employee ID card only.

Facilities:

The event you are attending will be held in one of four rooms in the center. Each room is accessible from the Pre-Function Space and Lobby:

The Waterford Room:

- Smaller conference room across from the lobby.

East Oakland Room:

- Conference Space with flexible seating and table arrangements. The room is the *right* half of the large conference space.

West Oakland Room:

- Conference space with flexible seating and table arrangements. The room is the *left* half of the large conference space.

The East and West Oakland Rooms can be combined with the retraction of a folding room divider.

Amenities:

ADA-accessible Men's and Woman's Restrooms are available in the Pre-Function space as are water fountains.

A vending machine is available in the Conference Center that features both snacks and cold drinks. Attendees may also want to bring drinks and snacks with them unless food service is being provided at the event. Coffee Service provided through Pontiac Coffee is available if it is requested at the time the event is scheduled.

Exhibit B

Conference Center Policy

General: Public events at the Executive Office Building Conference Center (2100 Pontiac Lake Rd., Bldg. 41 W., Waterford, MI 48328-0414) on the Oakland County campus shall generally be restricted to normal business hours (Monday – Friday, 7 AM – 5:30 PM).

Room Reservation: Requests / Reservations for the Conference Center must be made at least one week prior to the use. Please contact Penny Knope at 248-858-0163 or Knopep@oakgov.com to make a reservation.

Charges: To cover the County's costs for the Conference Center (above and beyond normal operations), an hourly fee will be charged for special set up requests (note that rooms are left in whatever configuration the prior user had set up and that the next user may reconfigure the room as they see fit), and for County Building Safety Unit assistance to open / inspect the Conference Center if the event is after normal business hours.¹ User will be invoiced in advance of the event. Full payment must be received before the date / time of reserved use.

Scheduling Conflicts: The County's first priority is the timely and efficient performance of duties and responsibilities required by federal, state, or local law. As such, County Departments and Offices shall have priority for use of the Conference Center over the public. The County reserves the right to re-assign or reschedule rooms based on scheduling conflicts.

Security: It is the goal of Oakland County to provide a safe environment for the visiting public and employees, including taking reasonable steps to provide for the security of all County buildings during and after normal business hours. Entry into the Conference Center must be made through the Conference Center doors. When not in use, the Conference Center's exterior doors are locked to prevent unauthorized access. The County Building Safety Unit will unlock the Revolving Door and ADA Accessible Side Door one-half hour prior to the event, then lock them after the event. Neither temporary ID badges nor keys shall be issued to the public. The public is not to enter any areas of the building beyond the Conference Center.

Food & Beverages: Two automatic coffee machines are located in the pre-function space outside the conference rooms and are available on a first come basis for users of the facility. The machines must be shared between the Waterford, Oakland West, and Oakland East conference rooms. The machines are owned by Pontiac Coffee and only

¹ - Based on actual hourly staff rates (salary and fringes) and a 10% administrative fee

their products are to be used in them. If you are a Pontiac Coffee service subscriber you can bring your coffee and supplies with you and use it in the appropriate machine. If you do not subscribe to Pontiac Coffee, then you can purchase supplies for your event by contacting Don Souden at 248-332-6333 or don@coffeebreakinc.com. The requestor is responsible for set up and cleaning of the machine. Note: Do not unplug the coffee machine after use. DO NOT BRING YOUR OWN COFFEE EQUIPMENT TO THE CONFERENCE CENTER.

Catering is the responsibility of the requestor. If the requestor caters food, it should be set up in the pre-function space on the counter. Custodial staff can assist with clean up if they are notified in advance. A vending machine containing a limited selection of snacks and cold drinks is located in the Conference Center lobby adjacent to the entrance door.

Signs: Outside each room at the Conference Center there is an announcement holder which accepts an 8-1/2" x 11" portrait sheet of paper. There is also a lighted outdoor sign on the sidewalk next to the entrance to the conference center with a large grey panel on both sides for posting paper signs or posters. The 30" high by 48" wide panel will accept magnets (provided by requestor). Persons may use these holders for posting signs for the event to be held at the Conference Center. Please do not tape paper signs to the panel, doors, walls, or windows in the facility.

Prohibited Activities: The following general types of activities are PROHIBITED at the Conference Center:

1. Any activity that may be injurious to the Conference Center, buildings, facilities, grounds or equipment owned by the County;
2. Any activity that may interfere with the programs, activities or operations of the County;
3. Any political forum that is not made available to all sides of an issue on an equitable basis or all political parties associated with an issue on an equitable basis;
4. Any political campaign activities such as collection and/or solicitation of campaign funds, solicitations for campaign workers, or distribution of political campaign advertisements or information;
5. Blocking of fire doors, blocking means of egress, blocking or tampering with any fire protection apparatus;
6. Smoking or use of tobacco products inside the Conference Center or within 50' of entrance of the Conference Center;
7. Subleasing or shared use of the Conference Center (not authorized by the County); and
8. For-profit activities.