

APPLICATION FOR USE AND  
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

**PARTIES:** Upper McKenzie Community Center (a non-profit corporation), "Licensor"  
\_\_\_\_\_, "Licensee"

**RECITALS**

- A. Licensor owns the Upper McKenzie Community Center, which it makes available to members and third parties for the conduct of meetings and social functions.
- B. Licensee desires to use the facility on \_\_\_\_\_, 20\_\_\_\_\_.
- C. Licensee intends to use the facility for \_\_\_\_\_  
The activity will commence at \_\_\_\_\_ (a.m./p.m.) and conclude at \_\_\_\_\_ (a.m./p.m.). It is estimated that \_\_\_\_\_ guests will be present.

**AGREEMENTS**

- 1. In consideration of the grant by Licensor to Licensee of permission to use the facility for the purpose indicated above, Licensee, in addition to any rent and cleaning or security deposit separately agreed upon, agrees to indemnify and hold Licensor harmless from and against any liability, loss, claim, cost or expense, including attorney fees and the costs of any service performed by a public safety agency, incurred by Licensor as a consequence of Licensee's use of the facility for the period agreed upon.
- 2. It is expressly agreed that Licensee's obligation to indemnify and hold Licensor harmless includes Licensee's obligation to accept the tender of responsibility for the defense of any claim against Licensor arising out of Licensee's use of the facility.
- 3. Licensee and/or its representative are familiar with the rules and regulations governing the use of the facility and agree(s) to comply with them. It is understood that failure of any facility member to comply with these rules and regulations can subject that member to the immediate forfeiture of all membership rights.
- 4. Licensee agrees to comply with all federal, state and local laws, statutes, rules and regulations applicable to its use of the facility.
- 5. Licensee warrants that the person or persons executing this Indemnification and Hold Harmless Agreement on its behalf is/are authorized to do so, that Licensee has the financial means to make good on this indemnification, and that but for these warranties, licensor would be unwilling to grant Licensee permission to use the facility.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

FOR LICENSEE

\_\_\_\_\_  
\_\_\_\_\_

RECEIPT ACKNOWLEDGED

By \_\_\_\_\_  
LICENSOR