

**USE OF COURTHOUSE SQUARE  
GENERAL RELEASE AND INDEMNITY**

WHEREAS, \_\_\_\_\_, (the "Organization" has applied to the County of Brunswick (the "County") to use and occupy certain public property owned by the County for the conduct of a function for the period of \_\_\_\_\_ o'clock \_\_M, on \_\_\_\_\_, 20\_\_\_\_, until \_\_\_\_\_ o'clock \_\_M, on \_\_\_\_\_, 20\_\_\_\_; and,

WHEREAS, the Organization will exercise control over such property during such time and may allow members of the Organization, guests and members of the general public on such property under the control of the Organization; and

WHEREAS, as a condition of such use, the Organization has agreed to release, hold harmless and indemnify the County against any and all claims incurred by the Organization, its guest or members of the general public during the period of use;

NOW, THEREFORE, for and in consideration of the County allowing its property to be used by the Organization the parties hereto do hereby agree as follows:

- 1) For the period of time delegated herein the Organization shall have the right to the non-exclusive use of the following County property:
- 2) During this period the Organization shall be permitted to perform on such property the following use(s) and no other:

The Organization specifically agrees to protect the County property against loss or damage of any nature, and to not use or allow such property to be used for any illegal activity or to conduct or allow to be conducted thereupon any illegal activity or any activity in violation of any County or Town ordinance.

- 3) That the Organization has inspected the property to be used, accepts the same in its current condition and agrees to keep the property in good condition and return the property to the County in the same condition as it now exists, clean and free of all trash, garbage and debris of all nature. The premises shall also be returned without damage.

- 4) By execution of this Agreement, the Organization and each member thereof do hereby remise, release and forever discharge the County, its agents, servants, and employees, of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, premises, variances, trespasses, damages, judgments, extent, executions, claims and demands, whatsoever, in law or in equity, that the same ever had, now have, or that their heirs, executors, or administrators hereafter can, shall, or may have, for, upon, or by reason of any matter, cause, or thing whatsoever against the County on account of the use or occupancy of the County property or the execution of this Agreement.

5) The Organization, its members, administrators, executors, successors, and assigns, or any of them, shall and do at all times sufficiently save, defend, keep harmless, and indemnify the County, its successors and assigns of and from any and all loss, damage, cost, charge, liability, or exposure including court costs and attorney's fees, arising out of the Organization's possession and use of the property. All risk of loss or damage to the property and the improvements thereon during the term of possession is assumed by the Organization.

6) The County, may, in its sole discretion, require the Organization to carry a policy of insurance insuring the County against any loss, damage or claim, including personal injury.

7) This Agreement does not replace or constitute a permit or license to conduct the activities of the Organization and any such necessary permits or licenses must be obtained before the time or possession and remain valid during the term thereof.

8) This Agreement may be terminated, canceled and revoked by the County at any time, without cause, which revocation shall not impose liability upon the County.

This Agreement has been executed by the Organization by its duly authorized officer or agent and by the County Administrator of Brunswick County, having been duly authorized by the Board of Supervisors of Brunswick County.

\_\_\_\_\_  
ORGANIZATION

By \_\_\_\_\_

COUNTY OF BRUNSWICK

BY \_\_\_\_\_