

**ANNE ARUNDEL COUNTY, MARYLAND
USE OF COUNTY SPACE LICENSE AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 20____ by and between Anne Arundel County, Maryland, hereafter referred to as "County," and _____, hereafter referred to as "Group."

WHEREAS, in accordance with County policy and to permit use of County-owned or leased space by the public for public purposes; and

WHEREAS, because the Group desires to use County space, the parties hereto have entered into this Agreement.

NOW THEREFORE, in consideration of the mutual benefits received by the County and the Group from permitting the public use of County-owned or leased space, the parties hereto agree as follows:

1. The Group may use _____ (name of room, building, or space) between the hours of _____ and _____ on the following dates:*

(*three months out is the maximum timeframe for scheduling)

2. The Group accepts responsibility for all actions of all group participants or attendees and agrees to hold the County harmless for any injuries or actions resulting from the Group's use of said space.
3. The Group represents that it has an Anne Arundel county address.
4. The Group warrants that it intends to use County space for a public purpose.
5. The County has the right to refuse or revoke usage of a room at any time.
6. No alcohol will be permitted on County property at any time.
7. No solicitation of donations, goods, or services is permitted.
8. The County may require payment for the use of space to cover reasonable costs including overtime of County employees, clean up or custodial required to return the space to proper condition, or to repair damage incurred by the licensee.
9. Groups will be required to clean up after their term of use concludes. Failure to do so, may result in additional charges.

10. Use of the space may not in any way interfere with the normal operations of County government.
11. In conducting its business in County space, the Group agrees to not discriminate in any manner against an event participant or any person, including members of the public and County employees encountered while participating in the use of County space, because of sex, race, age, color, creed, orientation, or national origin.
12. The Group shall indemnify and hold harmless the County for all losses, costs, expenses (including attorney's fees and court costs), settlement payments (whether or not reduced to final judgment), and all liabilities, damages and fines paid, incurred or suffered by the County by reason of or arising out of injuries to persons (including death) or property damage caused by the Group, its Participants, agents or subcontractors or in any way attributable to the performance of the above-described work, and shall further indemnify and hold harmless the County for any claim, action, suit or proceeding threatened, instituted or otherwise made against the County by reason of or arising out of:
 - a. Any breach, violation, or non-performance by the Group of any provision of this Agreement; or
 - b. From any other cause whatsoever due to the careless, negligent, intentional, wanton, or improper conduct of the Group.
13. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party. All notices shall be mailed via United States mail and addressed as follows:

Office of Central Services
Real Estate Division
2660 Riva Road, 3rd Floor
Annapolis, MD 21401

Group Name & Address:

14. Notwithstanding any other provision of this Agreement, the County reserves the right to modify or terminate this Agreement at any time. All modifications shall be in writing and shall be effective immediately upon the County mailing the modification to the individual Participant or the Group leader.

15. This Agreement shall be governed in accordance with the laws of the State of Maryland and any action arising out of or related to this Agreement shall only be brought in a court of competent jurisdiction located in Anne Arundel County, Maryland.
16. The person executing this Agreement on behalf of the Contractor certifies that he or she has the legal and organizational authority to do so.

IN WITNESS WHEREOF, the parties do hereby set their hands and seals on the date and year first above written.

ATTEST:

ANNE ARUNDEL COUNTY, MARYLAND

BY: Christine A. Romans
Central Services Officer

Date

ATTEST:

BY: Name:

Date

Title:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
NANCY McCUTCHAN DUDEN, COUNTY ATTORNEY:

Office of Law

Date

APPROVED

Samantha Harris
Real Estate Manager

Date