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: _____

   _____

   (six 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 and 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.
17. The Licensee agrees that every person occupying the said premises shall abide by, conform to and comply with all Federal, State, or Local laws, ordinances, mandates, or regulations and rules of the Licensor for the government and management of said premises, including State and local directives and orders related to COVID-19, and will not do, nor suffer to be done, anything on the said premises, during the Term of this License, in violation of any such laws, ordinances, rules or regulations, and if said Licensee is notified of any violation on the part of the said Licensee, or any person employed by or admitted to the said premises by Licensee, such Licensee will immediately desist from and/or correct such violations.

— Signature page to follow —

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

ANNE ARUNDEL COUNTY, MARYLAND:

By: _____ ATTEST: _____

Name: _____ Date: _____

Title: Central Services Officer

LICENSEE:

By: _____ ATTEST: _____

Print Name: _____

Title: _____ Date: _____

APPROVED:

_____ Date: _____

Name: _____

Title: Real Estate Manager

APPROVED FOR FORM AND LEGAL SUFFICIENCY
GREGORY J. SWAIN, COUNTY ATTORNEY:

By: _____ Date: _____

Name: _____

Title: _____