

COUNTY OF UNION

THIS INDEMNIFICATION AGREEMENT, is made this the ____ day of _____, 2011, by and between Union County, a political subdivision of the State of North Carolina, and _____ (“Applicant”), whose address is _____.

WHEREAS, Applicant submitted an “Application For Permission to Use Old Courthouse-Outside” (the “Application”), dated _____, 2011; and

WHEREAS, Union County is willing to approve this Application for the non-exclusive use of the interior/exterior grounds of the Historic Union County Courthouse (the exterior/interior grounds and the Historic Union County Courthouse shall hereinafter be jointly referred to as the “Premises”), located at 300 N. Main Street, Monroe, North Carolina, 28112 (Tax Parcel # 09232047), provided, however, that Applicant agrees to the terms of this Indemnification Agreement.

NOW THEREFORE, in consideration of the mutual commitments and subject to the terms and conditions contained herein, Union County and the Applicant do hereby agree as follows:

1. In exchange for Union County’s approval of Applicant’s non-exclusive use of the interior/exterior grounds of the Premises as described in Applicant’s Application, the Applicant agrees that that the Applicant will indemnify and hold and save Union County, its officers, employees, and agents whole and harmless of, from and against all claims, demands, actions, damages, loss, costs, liabilities, expenses and judgments recovered from or asserted against Union County, its officers, employees, or agents on account of injury or damages to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Applicant or Applicant’s Invitees, or when any such injury or damage is the result, proximate or remote, of the violation by Applicant or Applicant’s Invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the use of the Premises by Applicant or Applicant’s Invitees. Such indemnification of Union County by Applicant shall be effective unless such damage or injury may result from the sole negligence of Union County. Applicant covenants and agrees that in case Union County shall be made a party to any litigation commenced by or against Applicant or relating to Applicant’s use of the Premises, then Applicant shall and will pay all costs and expenses, including reasonable attorneys’ fees and court costs, incurred by or imposed upon Union County by virtue of any such litigation.

Applicant shall assume all risks in connection with the activities to be conducted pursuant to her Application, and shall be solely responsible for all accidents or injuries of any nature to persons or damage to property caused by her use of the Premises. Applicant assumes full responsibility for the character, acts and conduct of Applicant’s Invitees. Union County shall not be liable or responsible for any loss, damage or injury to any person or to any personal property of Applicant or Applicant’s guests in or upon the Premises resulting from any cause whatsoever, including but not limited to theft and vandalism, unless due to the sole negligence of Union County or its employees. Applicant agrees that following the conclusion of her use of the

Premises, she shall, at her own expense, leave the Premises in the same condition and repair as she found it at the beginning of her use, and shall remove all personal items brought on to the Premises.

2. Applicant agrees to abide by all restrictions on the use of the Premises, including, but not limited to, the following:

- (a) Food and beverages are not permitted.
- (b) No rice, sunflowers, or other substance(s) may be thrown on the Premises.
- (c) The following shall be prohibited on the Premises:
 - ◆ Smoking
 - ◆ Serving or consumption of any alcoholic beverages
 - ◆ All illegal drugs and other substances
 - ◆ Lighted candles, sparklers, or open flames
 - ◆ Weapons of all kinds except those used by law enforcement officers in the execution of their duties and public demonstrations as approved
 - ◆ Animals of any kind except those serving the needs of the handicapped and those used in public demonstrations and as approved
 - ◆ The use of profanity or profane gestures
 - ◆ Any type of behavior that is detrimental to the normal operation of the Premises or the safety of the public or employees

3. The term "Applicant's Invitees" means any of Applicant's agents, servants, employees, contractors, assignees, patrons, guests or invitees or any other person entering upon the Premises with the express or implied invitation or permission of Applicant.

4. Applicant stipulates here that Applicant has examined the Premises prior to the execution of this Indemnification Agreement and is satisfied with their physical condition. Applicant's use of the Premises shall be conclusive evidence of its receipt of the Premises in a safe, sanitary and sightly condition and in good repair.

IN WITNESS WHEREOF, the parties hereto have caused this Indemnification Agreement to be duly executed, this the day and year first above written.

WITNESS:

APPLICANT:

WITNESS:

UNION COUNTY
