

## LICENSE FOR USE OF COUNTY GAZEBO

The County of Colusa (“Licensor”), and \_\_\_\_\_, (“Licensee”) hereby agree as follows:

1. Licensor is the owner of certain real property and improvements commonly known as the Courthouse Gazebo and surrounding courthouse grounds (“Gazebo”) in the southwest corner of the Colusa Courthouse grounds, located at 547 Market Street, Colusa, California.
2. Licensor desires to make the Gazebo available to public and private groups within the county on terms consistent with the written resolution of the Colusa County Board of Supervisors.
3. Licensor hereby grants to Licensee a License to use the Gazebo and grounds on \_\_\_\_\_ from \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m., for the purpose of \_\_\_\_\_.
4. The anticipated size of the group is \_\_\_\_\_.
5. If Licensor, at its sole discretion, anticipates the group intending to use the Gazebo will exceed 250 persons, Licensee shall be required to obtain special event insurance with a minimum of \$1,000,000 insurance coverage, naming the County of Colusa as additional insured. Proof of insurance must be provided to Licensor at least two (2) business days prior to the event.
6. This License is personal to the Licensee and his/her invited guests. It is non-assignable, and any attempt to assign this License immediately terminates it.
7. This License is terminable at will by either party.
8. Licensee agrees that there will be **no alcoholic beverages** present or consumed at the Gazebo and surrounding County-owned areas during this event.
9. In consideration for being permitted to use the County-owned facility, Licensee and his/her guests shall abide by the Rules attached hereto as Exhibit “A” and incorporated herein. Permission for use of the Gazebo and surrounding areas is contingent upon Licensee’s compliance with Licensor’s rules and regulations.
10. Licensee accepts on behalf of all guests, responsibility for the guests’ compliance with all rules and regulations.

11. Licensee is aware that this is a full release of all liability, and agrees to indemnify and hold harmless the County of Colusa and its representatives from any and all claims, demands, actions, suits or costs (including attorney's fees of any kind whatsoever) arising out of or in connection with the use of the County-owned facility.

\_\_\_\_\_  
Licensee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Licensee Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Licensor Signature

\_\_\_\_\_  
Date

For County Use Only:

Building and Grounds Notified \_\_\_\_\_ (Date)

Risk Management Notified \_\_\_\_\_ (Date)

Insurance Needed? Yes/No

Group Size \_\_\_\_\_

## **EXHIBIT "A"**

### **RULES FOR USE OF GAZEBO & COURTHOUSE GROUNDS**

1. RENT WILL NOT BE CHARGED.
2. NO ALCOHOLIC BEVERAGES ALLOWED.
3. AREA MUST BE LEFT FREE OF LITTER AND GARBAGE.
4. AREA AND GAZEBO MUST BE LEFT IN THE CONDITION IT WAS FOUND IN.
5. NO STAPLES, TACKS OR TAPE TO BE USED IN ATTACHING DECORATIONS TO GAZEBO. IF DECORATIONS ARE USED THEY MUST BE ATTACHED WITH STRING OR LITE ROPE. ALL STRING OR LITE ROPE MUST BE REMOVED.
6. ANY DAMAGES TO GAZEBO STRUCTURE OR GROUNDS WILL BE THE RESPONSIBILITY OF THE USER AND WILL BE CHARGED BASED ON TIME AND MATERIALS NEEDED TO REPAIR THE DAMAGE.
7. USER WILL BE RESPONSIBLE FOR THE CHAIRS OR TABLES NEEDED. ALL CHAIRS AND TABLES MUST BE REMOVED.
8. THE AREA MUST BE CLEANED UP AND VACATED BY 9:00 PM.