



HAMPSHIRE COUNCIL
OF GOVERNMENTS

REQUEST FOR USE OF COUNCIL PROPERTY

Name: _____

Address: _____

City/State/Zip: _____

Telephone #: _____ Cell #: _____

Specific Nature of Use: _____

Additional Description of Use If Necessary: _____

Length of Use (dates, time): _____

- I/We have enclosed a check for the Application Fee in the amount of \$40 payable to the Hampshire Council of Governments
- I/We have enclosed an insurance rider in the amount of \$1MM naming the Hampshire Council of Governments as an additional insured
- I/We have enclosed a signed Indemnification Agreement
- I/We are a certified non-profit organization or division of the Commonwealth of Massachusetts
- I/We are a for-profit organization performing a benefit, all proceeds will go to a local, non-profit organization. Name of non-profit: _____

Signature

Date

Name (Printed)

Please contact the Administration Office, 413-584-1300 ext. 2, or email lking@hampshirecog.org for questions.



**HAMPSHIRE COUNCIL OF GOVERNMENTS
INDEMNIFICATION AGREEMENT**

for Use of Council Property

Agreement made this _____ day of _____, 20___, by and between Name of Organization, a non-profit corporation duly organized under the laws of the Commonwealth of Massachusetts, "the Promisor," and the Hampshire Council of Governments, a body corporate and politic, acting by and through its duly elected Councilors, "the Council."

In consideration of the Promisor's use of a portion of the Council's property, namely, the Courthouse _____ (*area to be accessed*) at 99 Main Street, Northampton, for the limited purpose of _____ between _____ AM/PM (date) and _____ AM/PM (date) on _____, 20___, the Promisor hereby agrees to indemnify and hold harmless the Council, the Councilors and all of their agents, servants, and employees from all claims, damages, and causes of action from any and all damages and costs that it may sustain including reasonable attorney's fees from any suit, claim, or judgment whether for personal injury, property damage, or breach of contract that are in any way related to such use of the Council's property.

Indemnification shall be provided for liability arising from any and all activities directly related to the performance of this Agreement, commencing on and after its effective date. This hold harmless protection shall include indemnification for any claim, suit or judgment, or claim arising out of any act or omission performed in connection with the Agreement including but not limited to claims or actions for personal injury or property damage arising out of the use of the Council's property, from preparation to completion and restoration of the property. In addition, the Promisor promises never to institute any action or suit of law or equity against any of the Councilors, agents, official, or employees, including, but not limited to, workers' compensation claims, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for damages, costs, loss, or injury either to person or property, or both, resulting or to result, known or unknown, past, present, or future arising out of such participation.

The Promisor will obtain insurance coverage in the amount of one million dollars in which the Council is named as an insured against any damages or claims whether for personal injury or property damages arising directly or indirectly out of the Promisor's activities under this Agreement.

This Agreement shall inure to the benefit of all of the Councilors' agents, officials, and employees and their successors, assigns, and legal representatives.

This Agreement has been executed voluntarily and with full knowledge of its significance. The party signing hereby represents to have the authority to sign on behalf of the Promisor and hereby attaches to this Agreement a Corporate Resolution, if applicable, evidencing that authority.

IN WITNESS WHEREOF, I have executed this Agreement on the day and year above written.

_____ *(ORGANIZATION)*

By (title):

_____ *(Signature)*

Name:

Date: _____

HAMPSHIRE COUNCIL OF GOVERNMENTS

By its Executive Director:

Todd Ford

Date: _____