

Property Use Agreement

This Use Agreement is made and entered into this 10th day of March, 2016, by and between

County of Muskegon -- Board of Public Works ("OWNER") and

National Auto Sport Association ("USER").

Whereas OWNER owns and operates, or lawfully controls the use of, the property ("PROPERTY") described below, and USER desires to use said PROPERTY, OWNER agrees to make said PROPERTY and no other available to USER at the date(s) and time(s) and for the purposes of race vehicle practice and testing and no other purpose, and in consideration for being permitted to use PROPERTY for race vehicle practice and testing, USER agrees to pay the fees and abide by the terms and conditions set out in this agreement.

PROPERTY address/location: (including description if necessary):

Principal Address: 698 N Maple Island Road, Muskegon, MI 49442

Event Location at this address: Section 20 of Moorland Township

Date(s) of use: May 7, 2016

Time(s) of use: 08:00 – 17:00

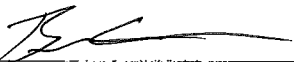
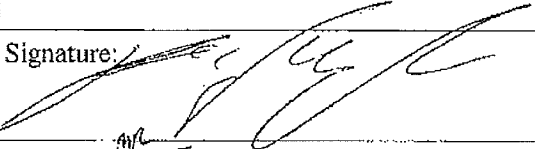
FEES, TERMS AND CONDITIONS

1. USER agrees to pay the sum of \$500.00 as a fee for the use of PROPERTY. This fee is due on April 29, 2016 or seven business days before the day of the use, whichever is sooner.
2. DAMAGES AND REPAIRS: the USER agrees to be responsible for all damages to buildings, grounds, fields and equipment incident to the use of the PROPERTY. USER shall make no temporary or permanent modifications to the PROPERTY without the prior written consent of the OWNER.
3. PARTICIPANTS AND ATTENDEES: the USER is responsible for providing all necessary and appropriate safety instruction to all participants and attendees at USER'S activity. The USER is responsible for any and all damages to buildings, grounds, fields and equipment caused by participants and attendees.
4. PERSONAL: This agreement is personal and the USER shall not assign this agreement nor allow any other person, group or entity to use the PROPERTY during the scheduled time(s) without the prior written consent of OWNER.
5. FORCE MAJEURE: If the PROPERTY is rendered unsuitable for the conduct of the USER'S activity by reason of force majeure, the OWNER and the USER are released from their obligations under this contract. Force majeure shall mean fire, earthquake, hurricane, flood, act of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, power of government, governmental agency or authority, or any other cause like or unlike any cause mentioned which is beyond the control of the OWNER.
6. TERMINATION: the OWNER may terminate this agreement at any time prior to the start of use. If the OWNER terminates because USER has violated the terms of this agreement, or because participants or attendees have violated laws or OWNER policies, the USER is obligated to make full payment of all fees under this agreement. Otherwise, termination by the OWNER shall result in a full refund of the applicable fee.
7. INDEMNIFICATION: The OWNER shall have no responsibility for the safety and/or security of any property belonging to USER or to those persons participating in the use of the PROPERTY by USER. USER expressly releases and discharges the OWNER for any and all liabilities for any loss, injury, or damages to any such property. The OWNER shall have no responsibility for the safety and/or security of any person participating in the use of the PROPERTY by USER except as may arise from the negli-

gence of the OWNER. USER expressly agrees to indemnify and hold harmless OWNER, all family, employees, employers, and agents of OWNER, from all cost, loss and expense arising out of any liability or claim of liability for injury or damage to persons resulting from their participation in USER'S use of the PROPERTY. At all times during the use of the PROPERTY, USER will have in place a policy of comprehensive liability insurance. USER agrees that that the insurance will be primary coverage and will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity insofar as said person or entity may have claims against OWNER.

8. **WHOLE AGREEMENT:** this writing contains the whole and complete agreement between the OWNER and USER.
9. **SEVERABILITY:** the terms of this Agreement are severable such that if one or more provisions are declared illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

This agreement is executed by the parties on the first date appearing above.

OWNER	USER
Printed Name: Benjamin Cross -- Chair, Muskegon County Department of Public Works	Printed Name: Mr Michael Ryba - NASA
Signature: 	Signature: 
Telephone: 231-724-3440	Telephone: 296 -326-8011 248