



Form DC-610

OAKLAND COUNTY WATER RESOURCES COMMISSIONER
 GWK CONFINED SPACE TRAINING FACILITY
 RESERVATION AND LIABILITY RELEASE FORM

ORGANIZATION:			
BUSINESS PHONE:		CONTACT PERSON:	
ADDRESS:			
CITY / STATE / ZIP:			
REQUESTED DATE:		REQUESTED TIMES:	
COST:		(Advanced Prepayment: <i>REQUIRED</i>)	Check #:
<i>Payable to: Oakland County Water Resources Commissioner</i>			
PURPOSE OF TRAINING / MEETING:			
<p><i>I have read the policies and procedures and agree to all the arrangements stated. I further state that I have the authority to sign this application for the above named organization.</i></p> <p><i>Proof of Insurance is attached. This signature also represents our Release of Liability by OCWRC.</i></p> <p>NOTE: <i>The meeting room is operated by the City of Madison Heights and requires a separate application. Please contact them for availability, application, procedures and operating policies.</i></p>			
_____		_____	
Signature of Applicant		Date	

OCWRC APPROVALS:	
_____	_____
GWK Supervisor	Date
_____	_____
OCWRC O&M Staff Assistant	Date
E-Z Book Confirmation:	
CONFIRMATION OF RESERVATION:	YES NO
<p><i>Distribution: Original to Applicant</i> <i>c: OCWRC Staff Assistant</i> <i>GWK Supervisor</i></p>	

**GWK CONFINED SPACE TRAINING FACILITY
PROCEDURES AND OPERATING POLICIES
(Effective January, 2009)**

Reservation and Access:

1. The Oakland County Water Resources Commissioner reserves the right to cancel any reservation for any reason at any time.
2. Reservation requests must be submitted on the proper application form, preferably one month in advance. Reservation requests should be submitted to the Oakland County Water Resources Commissioner's Operations and Maintenance Staff Assistant, Mary Ann Scholl. The e-mail address is schollm@oakgov.com Contact phone number is 248-858-1117.
3. A cancellation fee of \$50 will be assessed to all organizations who fail to give at least 24-hours notice, during business hours, of a cancellation.
4. Organizations will be billed for any property damage and loss or breakage of equipment.
5. Oakland County Water Resources Commissioner's Office (OCWRC) assumes no responsibility, financial or otherwise, for loss of property, accidents, or injuries sustained by individuals or groups of individuals using the facilities.
6. All training and property access must be limited to the area in direct proximity of the training facility. Access to the GWK parking area or building is prohibited. Failure to comply will result in immediate removal from the property.
7. Reservations during the hours of 8 am – 3 pm will be made at no cost.
8. For reservations extending outside of above listed hours, a rate of \$50 per hour will be charged.
9. Access. The Organization and Organization's representatives shall have access to Confined Space Facility during regular business hours or as directed by OCWRC representatives and in accordance with these policies.

Release of Liability, Indemnification and Insurance:

1. **Liability.** The Organization and Organization's representatives acknowledges and agrees that the use of the Confined Space Facility is at the sole risk and responsibility of the Organization and Organization's representatives who shall be responsible for any theft, damage to the confined space facility and for any injury to Organization's representatives, employees, invitees and volunteers and third parties (by way of example and without limitation, instructors).

2. **Indemnification.**
 - a. The Organization and Organization's representatives hereby agree to hold the County of Oakland, the George W. Kuhn Drainage District, the OCWRC, its elected officials, officers, employees and representatives (collectively referred to as the "OCWRC") harmless from any and all claims arising from *its (and that of Organization and Organization's representatives / Contractor's representatives)* entry upon or use the premises (i.e. Confined Space Facility) as contemplated herein. Nothing in this Reservation and Liability Release form shall be construed as a waiver of immunity provided to the OCWRC, by statute or court decisions. In this agreement "claims" shall be defined as any alleged losses, claims, complaints, demands for relief or damages, liability, penalties, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the OCWRC, or for which the OCWRC may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise.

 - b. The indemnification rights contained in this agreement are in excess and over and above any valid and collectible insurance rights/policies. The Organization shall indemnify the OCWRC for all claims asserted against the OCWRC.

3. **Insurance:** At all times during the use of the Confined Space Facility, the Organization shall obtain and maintain insurance or self-insurance according to the minimum specifications indicated:

- a. **Commercial General Liability Occurrence Form including: a) Premises and Operations; b) Products and Completed Operations; c) Personal and Advertising Injury with contractual and employee exclusions deleted; d) Independent Contractors; e) Blanket Broad Form Contractual including coverage for obligations assumed in this reservation and liability release form; f) Broad Form Property Damage**
- with minimum limits of \$1,000,000 each occurrence, \$2,000,000 general aggregate.**
- b. **Workers' Compensation insurance with limits statutorily required by any applicable Federal or State law and Employers Liability insurance with limits of no less than \$500,000 each accident, \$500,000 each employee by disease and \$500,000 aggregate disease limit.**
- c. **Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage, of not less than \$1,000,000 each occurrence covering all owned, hired, and non-owned vehicles and including Michigan No-Fault coverage.**
- d. **General insurance conditions: the aforementioned insurance policy(s) must include the following terms, conditions, and/or endorsements (as applicable). All certificates of insurance shall bear evidence of compliance with all required terms, conditions, or endorsements (as applicable).**
1. **All policies of insurance or self-insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the County and County agents.**
 2. **The above-described insurance policy(s), with the exception of Workers' Compensation, shall be endorsed to name as Additional Insured: The County of Oakland and County Agents, the Oakland County Water Resources Commissioner's Office, and the George W. Kuhn Drainage District.**
 3. **The above-described insurance policy(s) shall be endorsed to provide a written Waiver of Subrogation naming The County of Oakland and County Agents, the Oakland County Water Resources Commissioner's Office, and the George W. Kuhn Drainage District.**

4. **All insurance carriers shall be approved to do business in the State of Michigan and shall have a minimum A.M. Best's rating of A VII or be a qualified Michigan Municipal Pool.**
 5. **The Organization, their Representatives, and Members or anyone for whose acts they may be held liable, agree to waive any and all rights of subrogation against the County of Oakland and County Agents, the Oakland County Water Resources Commissioner's Office and the George W. Kuhn Drainage District.**
 6. **All certificates of insurance must provide thirty (30) days written notice of cancellation, non-renewal, or material change and must name as Additional Insured: The County of Oakland and County Agents, the Oakland County Water Resources Commissioner's Office and the George W. Kuhn Drainage District.**
 7. **Certificates of insurance must be submitted with this Reservation and Release of Liability Form.**
- e. The Organization shall provide a copy of the Organization's Proof of Insurance to the OCWRC with this Reservation and Release of Liability form.**