

FORMER GOVERNORS' MANSION STATE HISTORIC SITE ALCOHOLIC BEVERAGE USE AGREEMENT

In consideration for being allowed to use the Former Governors Mansion on the date and times specified below (described herein as the "Event"), _____ hereinafter referred to as (Event Sponsor) agrees to assume all risk of and liability for and hereby indemnifies, saves and holds harmless the state of North Dakota and its agencies, officers, and employees of, from and against any and all claims of any nature including all costs, expenses and attorney's fees, which may in any manner arise out of, or result from the Event.

Event Sponsor represents that its activities, pursuant to this agreement, will be supervised by adequately trained personnel, and that Event Sponsor will observe, and cause the participants in the activity to observe, all safety rules for the facility and the activity and all requirements in the Users' Guide for the Former Governors Mansion. Event Sponsor also agrees that it, its employees and contractors will abide by all applicable state, federal and local laws, ordinances and regulations, including applicable Bismarck city licensing requirements.

Event Sponsor acknowledges that the State has no duty to and will not provide supervision of the activity. Event Sponsor shall also secure and keep in force during the entire term of the Event noted herein, from an insurance company, government self-insurance pool or government self-retention fund authorized to do business in North Dakota, commercial general liability insurance covering any and all claims of any nature arising out of this agreement, naming the state of North Dakota and its agencies, officers, and employees (State) as additional insureds, and furnish a certificate of insurance showing the endorsement naming the State as additional insureds. The limits of liability required of the liability insurance coverage are at least \$250,000 per person and at least \$1,000,000 per occurrence. The endorsement to the policy will provide that the policy may not be canceled without 10 days written notice to the State, shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the State and provide that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required by N.D.C.C. Section 54-12-08. Event Sponsor will deliver said certificate of insurance and endorsement to the undersigned at least 10 days prior to the Event. If alcoholic beverages are present at the Event, the liability insurance must include coverage for dram shop liability in addition to commercial general liability.

Event Sponsor may meet these requirements directly or through an agreement with a third-party contractor, such as a caterer. If a third-party contractor is used, that third-party must agree to these terms. Agreement by a third-party contractor does not relieve Event Sponsor from its responsibilities except to the extent the

responsibilities are actually met by the third-party contractor. Any caterer must be licensed by the City of Bismarck.

This agreement is not valid until signed by all parties.

Event:

Area of and facilities to be used:

Date and time of event:

Event Sponsor:

By signing this Agreement as a third-party contractor, I agree to meet all of Event Sponsor's responsibilities described above.

Third-party Contractor:

Name (print please): _____

Signature: _____

Title: _____

North Dakota Heritage Center

By: _____
David Skalsky

Title: Assistant Director

Date: _____