



Department of Public Safety and Correctional Services

Maryland Police and Correctional Training Commissions

6852 4th Street • Sykesville • Maryland 21784

(410) 875-3400 • www.dpscs.state.md.us/agencies/mpctc.shtml

OUTSIDE PARTY USER AGREEMENT

This Agreement ("Agreement") is made by and between the Maryland Police and Correctional Training Commissions ("MPCTC"), 6852 4th Street, Sykesville, Maryland 21784, and

_____ ("Outside Party User"), _____.

This Agreement sets forth all the terms and conditions by which MPCTC permits the Outside Party User to use MPCTC's property and/or premises for the purpose(s) of conducting a training event entitled:

In consideration of the mutual agreements contained herein, it is hereby agreed by and between the parties as follows:

- 1) MPCTC has control over the subject property titled to the State of Maryland, specifically: Maryland Public Safety Education and Training Center (PSETC), located at 6852 4th Street, Sykesville, Maryland 21784 ("the Property").
- 2) For the purpose described above, the Outside Party User may enter upon and use the parts of the portion of the Property described below on (date(s) here), between the hours of 8 a.m. and 5 p.m. unless otherwise agreed.
 Date: _____ Time: _____ Location: _____ Room(s): _____
- 3)
 - a) The Outside Party User's use of the Property shall not disrupt or negatively impact the course of MPCTC business, or any other operations on the Property.
 - b) MPCTC agrees to provide adequate space and facilities for the conduct of the Outside Party User's event, which is expected to have _____ participants. The exact room(s) or location(s) shall be at the sole discretion of MPCTC and MPCTC reserves the right to change rooms and locations if unforeseen circumstances arise. In such event MPCTC will provide reasonable notice to Outside Party User.
 - c) Permission to access and use the Property in the identified areas or venues does not constitute the right to use any other training areas, facilities or venues on the Property.
 - d) Terms of Agreement (i.e. rental fee(s), seats in lieu, etc.):
- e) All invoices from MPCTC to the Outside Party User shall be paid in full within 30 days of the date of the invoice and MPCTC shall be entitled to all costs associated with the collection of any amounts due and owing, including reasonable attorneys' fees.
- f) This Agreement shall not be construed to authorize the Outside Party User to enter upon or use the Property for any purpose other than the purpose set forth in this Agreement.

- 4) If MPCTC is providing dormitory rooms for the Outside Party User's participants the following terms and conditions will apply:
- a) The dormitory rooms and facilities will be open and available to Outside Party User's participants 24 hours a day except when cleaning, maintenance or repairs are taking place.
 - b) Routine cleaning, maintenance and repairs of the dormitories are the responsibility of MPCTC.
 - c) Beyond normal wear and tear Outside Party User is solely responsible for any and all property damages arising out of their participants' use of the dormitory premises; and upon demand shall promptly reimburse MPCTC for all such damages, including reasonable attorneys' fees and costs associated with the collection of such damages.
- 5) If, due to weather conditions or any other occurrence beyond either party's control, the purpose of the Agreement cannot be fulfilled during the time specified, the parties may agree to reschedule for a later, mutually agreeable date. If the parties cannot agree on a reschedule date, this Agreement is terminated without further obligation or penalty to either party.
- 6) Operational matters pertaining to this Agreement shall be addressed to and coordinated through each party's contact person. For purposes of this Agreement, MPCTC's contact person is _____, _____ (_____) and the Outside Party User's contact person is _____, _____ (_____).
- 7) Excluding structures, improvements permanently attached to the Property, and classroom tables and chairs, the Outside Party User shall provide its own equipment as necessary to carry out the purpose of this Agreement, and is authorized to bring same onto the Property. The Outside Party User agrees to remove same after completion of work, and to leave the Property in as good condition as when received.
- 8) The Outside Party User shall, at its own expense, remove all trash and debris resulting from the Outside Party User's activities on the Property. The Outside Party User shall use reasonable care to prevent damage to MPCTC's property and premises.
- 9) The parties agree that member(s) of MPCTC staff may be present on the Property throughout the Outside Party User's use of the Property, and shall have access to the Outside Party User's activities in order to monitor same for safety and property maintenance issues. MPCTC staff is authorized to order some or all of the Outside Party User's activities to cease if they reasonably believe a significant safety risk exists, or if significant damage occurs, or in MPCTC's sole judgment, appears likely to occur to the Property or any MPCTC fixtures or equipment of any kind.
- 10) The Outside Party User agrees to use the MPCTC in-house food vendor, Son's Quality Foods, for meals or refreshments. The Outside Party User will be responsible for making all such arrangements in a separate contract directly with the vendor. The Outside Party User is not permitted to use any other food service vendor unless it obtains prior written permission from Son's Quality Foods.
- 11) This Agreement shall not be construed to authorize the Outside Party User to confer rights to use or access of the Property upon any third party that is not a party to this Agreement.
- 12) This Agreement shall not be construed to create any relationship whatsoever beyond the scope of this Agreement between MPCTC or its agents, employees, or representatives, and the Outside Party User or any of its agents, employees, representatives, guests, participants, or attendees.
- 13) The Outside Party User hereby agrees to promptly reimburse MPCTC for any and all damages arising out of the Outside Party User's use of the Property, including reasonable attorneys' fees and costs associated with the collection of such damages.

- 14) MPCTC and the State of Maryland do not assume any obligation to defend, indemnify, or hold harmless the Outside Party from any claims, suits, actions, or liabilities of any kind for injury or death to any person, or for loss or damage to property which arises out of Outside Party User's use of the Property or that may arise from or in any way be associated with the performance or operation of this Agreement.
- 15) Third Party User agrees to defend, indemnify, and hold harmless MPCTC, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death to any person, or for loss or damage to property, which arises out of Outside Party User's business, or from any activity, work or thing done or permitted by Outside Party User in or about the Property, except for such injury or damage caused by the sole negligence of MPCTC or its officials, agents, employees or volunteers.
- 16) The liability of the State of Maryland and MPCTC for claims, suits, damages, costs and expenses that result from injury, loss, or damage to persons or property caused by the negligent actions of MPCTC officials, agents, employees or volunteers shall be strictly limited to that provided in the Maryland Tort Claims Act, Md. Code Ann., State Gov't § 12-101 *et seq.*
- 17) This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland.
- 18) The Outside Party User may terminate this Agreement without further obligation if it provides MPCTC's Contact Person written notice at least fourteen (14) days in advance of the scheduled commencement of the Agreement. **Unless the Outside Party User provides the requisite notice they will be subject to a cancellation fee of 50% of the total dollar amount of the Agreement.** MPCTC reserves the right to terminate this Agreement for convenience and without any further obligation at any time prior to the commencement of the Agreement.
- 19) This Agreement is entered into as of the last date indicated below, and represents the entire Agreement between the parties. This Agreement may be amended only in writing signed by the parties. By signing this Agreement the signators below affirm that they have the power and authority to bind their respective parties.

Outside Party User

MPSETC

Kathleen Gossard, Executive Director

Date

Date

APPROVED FOR FORM AND LEGAL SUFFICIENCY

Stuart Nathan, Assistant Attorney General/Principal Counsel
Department of Public Safety and Correctional Services

Date