



Facilities Management Building & Grounds Permit Request Form

Individual/Organization Name: Collin County Health Care

Contact Person: Patsy Morris Phone #: 972-548-5503

Address: 825 N McDonald McKinney TX 75069
City, State Zip Code

Building and/or Description of Grounds Requesting to be used: _____

Jack Hatchell Admin Bldg - parking area for mobile unit

Description of Activity: Blood Drive (American Red Cross)

Mobile unit

Dates & Times of Preparation:

11/13/09 Conc off area

Dates & Times of Event:

11/13 9:00-1:00

Dates & Times of Clean up:

11/13/09

Please check one:

City of Mc Kinney Permit Received: Yes No N/A

City of Mc Kinney/Chamber of Commerce Film Agreement Received: Yes No N/A

Requester's Name: Patsy Morris Title: Site Coordinator

Signature: Patsy Morris Date: 9-23-09

Building & Grounds Use Permit Request

Hold Harmless Agreement

This Hold Harmless and Indemnification Agreement ("Agreement") is entered into by and between Collin County, hereinafter referred to as "Promisee"; and American Red Cross, hereinafter referred to as "Promisor", on this 23 day of Sept, 2009 in Collin County, McKinney, Texas.

Recitals

Promisor agrees to use Promisee's premises and/or building located at Jack Hatchell Admin Bldg for an event to be held on the date of 11-13-09. The intent of this Agreement is to indemnify Promisee from any claims or lawsuits arising from and related to Promisor's use of these premises.

Agreement

Promisor and Promisee agree as follows:

Promisor will indemnify and hold harmless Promisee from any and all claims, lawsuits, actions, and judgments, including all costs of defense and attorney's fees incurred in defending against same, arising from and related to the Promisor's use of the premises referenced above. Promisor's liability includes the acts of Promisor's agents and employees.

Promisee shall be entitled in its reasonable discretion to settle claims prior to suit or judgment and in such event Promisor shall indemnify and hold harmless Promisee for any such claims paid, including Promisee's reasonable attorney's fees incurred resulting from such claim or lawsuit.

In the event any claim or lawsuit is brought against Promisee within the scope of this Agreement, Promisor shall pay for legal counsel chosen by Promisee to defend against same.

In the event either party files suit in a court of law to interpret or to enforce the terms of this Agreement, the party prevailing in such action shall be entitled, in addition to any legal fees incurred in defending against any third party claim, to its reasonable legal fees and costs incurred in such action to interpret or to enforce the terms of this Agreement.

This Agreement shall be interpreted under the laws of the State of Texas.

Collin County

By Gabe Morris

Promisor

By American Red Cross