

PROTECTIVE MAINTENANCE USE AGREEMENT

Required by Act 229, P.A. of 1980, to occupy state-owned property
Distribution: Requestor, Lansing, Region

This Protective Maintenance Use Agreement is for the use of state-owned land for the sole purpose of maintaining the appearance of the property and curtailing public nuisance activities and for no other purpose. No permanent structures shall be erected on the property.

INDEMNIFICATION AND PUBLIC LIABILITY INSURANCE:

The Requestor agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, the Michigan Department of Transportation and all officers, agents and employees thereof from any and all claims for injuries to, or death of, any and all persons, for loss of or damage to property, environmental damage, degradation, response and cleanup costs, and attorney fees or other related costs, arising out of, under, or by reason of this Agreement/Permit, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents or employees.

In addition, Requestor will procure and maintain for the joint benefit of the parties Public Liability insurance in the amount of \$ _____ for property damage, insuring the parties against all such claims. Such insurance shall be secured from companies authorized to do business in Michigan and must insure the Requestor and State, Department, Transportation Commission, and its employees and agents. **The public liability insurance certificate must include the Control Section, Parcel and Tract numbers.**

Requestor agrees to save harmless the Michigan Department of Transportation from any and all claims arising from the Requestor's use for the purposes of maintenance of the subject property.

It is understood and agreed that approval of this agreement will in no event provide the Requestor exclusive preference to purchase the subject property if and when it is offered for sale.

This agreement, unless terminated earlier as provided herein, shall expire on _____, but upon request of the Requestor, may be extended on an annual basis by the Michigan Department of Transportation.

The Michigan Department of Transportation reserves the right to terminate this agreement at any time upon written notice to the Requestor.

This agreement is valid only for the Requestor named herein and may not be assigned to any other party.

The Requestor must not store radioactive, toxic, inflammable or poisonous materials, explosives, or other dangerous or hazardous materials on the said premises and will not permit hazardous or unreasonable objectionable smoke, fumes, vapor, or odors to emit from the premises.

Although duly executed, this agreement will not be of force or effect until approved by the Michigan Department of Transportation.

THE UNDERSIGNED REQUESTOR ACKNOWLEDGES AND AGREES TO THE ABOVE STATED TERMS AND CONDITIONS.

REQUESTOR (SIGNATURE)			DATE	
REQUESTOR (SIGNATURE)			DATE	
REQUESTOR NAME(S)			TELEPHONE NUMBER	
ADDRESS	CITY	STATE	ZIP CODE	

APPROVAL

APPROVED – Region Property Analyst			DATE	
TRACT	CONTROL SECTION	PARCEL	JOB NUMBER	