



MORGAN COUNTY PLANNING AND DEVELOPMENT

150 East Washington Street, Suite 200

P.O. Box 1357

Madison, Georgia 30650

(706)342-4373 Office

FARMSTAY AFFIDAVIT

FARMSTAY FACILITY:

FARMSTAY ADDRESS:

FARMSTAY OWNER/MANAGER:

24 HOUR FARMSTAY CONTACT:

Pursuant to Chapter 7.33 of the Morgan County Zoning Ordinance, Farmstays, by and through its duly authorized Owner/Manager, hereby swears, affirms, and agrees as follows:

1. Owner/Manager has fully read Chapter 7.33 "Farmstay" of the Morgan County Zoning Ordinance and understands and acknowledges the rules and regulations set forth in that Chapter. Owner/Manager has had a complete opportunity to further investigate and inquire into this Chapter of the Zoning Ordinance and is completely satisfied to its meaning and application.
2. Owner/Manager hereby agrees to operate the Farmstay in compliance with Chapter 7.33 "Farmstays" of the Morgan County Zoning Ordinance, as well as all other provisions of the Morgan County Zoning Ordinance, the Morgan County Code of Ordinances, and the Morgan County Building Code.
3. Owner/Manager acknowledges that he/she is solely responsible for compliance with and adherence to all Federal, State and local safety codes, and Owner/Manager further acknowledges that he/she is responsible for self-inspecting the Farmstay to ensure such compliance.
4. By executing this Affidavit and in exchange for Morgan County's granting of the conditional use application necessary for a Farmstay to operate, Owner/Manager hereby completely and forever releases Morgan County, including its officials, officers, employees and agents, from all liability for any claims, demands, injuries, obligations, actions, causes of action, rights, damages, costs, losses of service, expenses and compensation of any nature whatsoever, whether based in tort, contract or other theory of recovery, which arise in any way out of the Farmstay.
5. Furthermore, by executing this Affidavit and in exchange for Morgan County's granting of the conditional use application necessary for the Farmstay to operate, Owner/Manager hereby agrees to defend, indemnify, and hold harmless Morgan County, including its officials, officers, employees and agents, against all liability for any claims, demands, injuries, obligations, actions, causes of action, rights, damages, costs, losses of service, expenses and compensation of any nature whatsoever, whether based in tort, contract or other theory of recovery, which arise in any way out of the Farmstay.

SWORN TO AND SUBSCRIBED BEFORE ME ON

THIS ____ DAY OF _____, 20 ____

Notary Public
My Commission Expires:

BY: OWNER/MANAGER on behalf of the
FARMSTAY