

TOWN OF LEO-CEDARVILLE, INDIANA
13909 Pony Express Run
P.O. Box 408
Leo, IN 46765
260-627-6321

PARK USE AGREEMENT

The Leo-Cedarville Parks are open to the public during the posted hours of operation, and available for the free use and enjoyment of the public at large subject to the posted rules of the Leo-Cedarville Park Board and all federal, state and local laws.

However, persons or organizations wishing to host an event in the park for which the person or organization wishes to advertise and invite participation to the public at large, or which is expected to involve participation of more than twenty people, must first sign this Park Use Agreement. The Town reserves the right to stop the operation of any event on Park Property and exclude any person(s) from the Park for failure to sign and comply with this agreement. Persons or organizations wishing to host Events that are expected to involve/ or which actually do involve the participation of more than 50 people may only be hosted in a Town Park pursuant to a duly signed Park License Agreement.

THIS AGREEMENT is made by and between the Town of Leo-Cedarville, Indiana. (“The Town”) and _____ (“EVENT SPONSOR”).

EVENT SPONSOR desires to organize and or operate the following Event on a Leo-Cedarville Park which will be open to and advertised to This Agreement authorized Host to advertise to the public at large or is expected to be attended by or involve the participation of more than twenty (20) people but not more than fifty (50) people:

Date(s): _____

Times: _____

Expected Number of Attendees/Participants: _____

1. USE OF THE PARK.

The Event Sponsor and its members, guests, and invitees may use the Parks on a non-exclusive basis (first come, first serve with the general public) for the Event. The Town does not guarantee any space for the Event or for Parking for the Event. The Event

Sponsor and all agents, employees, guests and invitees of the Event must not interfere with the free use and enjoyment of the park by the public at large.

THE TOWN reserves the right to exclude or prohibit any activity that is contrary or detrimental to the use or purpose of the park or is in violation of this agreement.

COMPLIANCE WITH LAWS & REGULATIONS. At all times applicable to this Agreement and the Event, EVENT SPONSOR shall comply with all applicable federal, state and local laws and regulations and all Leo-Cedarville Park Board rules pertaining to use of the Parks. Any notice of violation given to EVENT SPONSOR shall be promptly copied and delivered to THE TOWN and shall be cause for termination of the Agreement by THE TOWN. The Event shall at all times comply with the Leo-Cedarville Noise Ordinance. **NO BANDS OR EXCESSIVE NOISE WILL BE ALLOWED WITHOUT A SIGNED LICENSE AGREEMENT.**

INDEMNIFICATION. Event Sponsor shall indemnify and hold harmless THE TOWN, and all of its Boards, Employees, Officers, Agents, and Assigns from any and all claims, liabilities, damages, obligations, costs and expenses (including reasonable attorney's fees) arising or resulting directly or indirectly from any acts, errors or omissions of EVENT SPONSOR or its agents, contractors, guests, or patrons in the operation, use or occupancy of the Park or any part thereof, and EVENT SPONSOR further agrees to release and waive any and all claims of whatever nature for any or all loss or damage sustained by EVENT SPONSOR or EVENT SPONSOR'S property or by any other person or such person's property due to: (a) vandalism or theft or by reason of any defect, deficiency or failure or impairment of the Park or any services to or in the Park, including but not limited to paved surfaces, electrical systems, water or sewage systems or from any other source whatsoever which may occur in the use and occupancy of the Park pursuant to this Agreement, and (b) connected with, related to, or arising out of the reserving, scheduling or timing of EVENT SPONSOR's Event or any other event at the Park by THE TOWN. This release and waiver is a material part of the consideration upon which this Agreement is made by THE TOWN, and but for such release and waiver, THE TOWN would not enter into this Agreement with EVENT SPONSOR.

RELEASE & WAIVER OF LIABILITY & HOLD HARMLESS. EVENT SPONSOR hereby assumes full responsibility for its safety and the safety of its employee's, volunteers, contractors, and guests during the EVENT. EVENT SPONSOR HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE TOWN OF LEO-CEDARVILLE, ITS ELECTED OFFICIALS, BOARD MEMBERS, EMPLOYEES, VOLUNTEERS, OR AGENTS (For the Purposes of this Paragraph referred to as "the RELEASEES") from all liability to the EVENT SPONSOR for any and all loss or damage and any claim or demands therefore on account of injury to person or property or resulting in death whether caused by the negligence or gross negligence of the RELEASEES or otherwise while the EVENT SPONSOR or its agents or employees are upon the Licenses premises or otherwise observing, working for or participating in the EVENT.

EVENT SPONSOR HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and their insurance carriers and each of them from any loss, liability, damage or cost they may incur due to the presence of the EVENT SPONSOR on the Licensed Premises or in any way related to observing, working for, or in any way participating in the EVENT. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Indiana and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. THE UNDERSIGNED HAS **READ AND VOLUNTARILY SIGN THE RELEASE AND WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT.**

ALCOHOLIC BEVERAGES. Alcoholic beverages shall not be served or consumed in the Park unless a License Agreement is signed with the Town.

TENT STRUCTURES AND SPRINKLING SYSTEM. EVENT SPONSOR shall not be permitted to erect tent structures or other structures unless a License Agreement is signed with the Town.

CAMPING IN THE PARK. No overnight camping or camp fires shall be permitted in the Park at any time.

CLEANUP. EVENT SPONSOR shall cleanup the utilized Park Area at the conclusion of the Event. An inspection of the area will be done by the THE TOWN within 24 hours after the EVENT. If additional cleanup is required by THE TOWN, EVENT SPONSOR shall be responsible for charges incurred for additional cleanup, at an hourly rate of \$60.00.

REMEDIES. In the event THE TOWN is required or permitted to pursue any legal remedy to enforce this Agreement, or must retain legal counsel to protect or enforce any of its rights under this Agreement, or is required to defend any litigation arising from this Agreement, THE TOWN shall be entitled to recover its' actual costs, expenses, and attorney's fees, in addition to any other damages to which it may be entitled.

BINDING AGREEMENT AND AUTHORIZED SIGNER. This Agreement is not binding until it has been signed by both parties. EVENT SPONSOR represents and warrants that the person executing this Agreement on behalf of EVENT SPONSOR is duly authorized by the governing board of EVENT SPONSOR.

MISCELLANEOUS. This Agreement shall be governed by the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set opposite their signatures.

EVENT SPONSOR: _____

By: _____ Date: _____

Its: _____

Contact Person for the **EVENT SPONSOR:**

(Please print)

Address: _____

Phone-Work: _____ Home: _____

E-Mail Address: _____

TOWN OF LEO-CEDARVILLE, INDIANA

By: _____ Date: _____