

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

PARK LICENSE AGREEMENT

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

IN CONSIDERATION of the mutual promises and undertakings expressed herein, the parties agree as follows:

- USE OF THE PARK.** The Town grants LICENSEE exclusive use of the following areas of the Town Parks in Leo-Cedarville, Indiana (“Park”) for which a beginning date and time and ending date and time have been specified, such areas being referred to hereinafter as “Designated Park Area”:

	<u>Beginning Date</u>	<u>Time</u>	<u>Ending Date</u>	<u>Time</u>
Riverside Gardens Grand Pavilion	_____	_____	_____	_____
Riverside Gardens South Pavilion	_____	_____	_____	_____
Riverside Gardens North Pavilion	_____	_____	_____	_____
Riverside Gardens Grassy Area	_____	_____	_____	_____
Schwartz Road Parking Area	_____	_____	_____	_____
Leo-Cedarville Park Pavilion	_____	_____	_____	_____
Riverside Gardens Park Event	_____	_____	_____	_____

NOTE: The above dates **MUST** include the day(s) LICENSEE needs to set up its event **AND** the day(s) LICENSEE needs to tear down its event. LICENSEE **MUST** be completely out of the Park including any park lot by **MIDNIGHT** of the final date.

The Town reserves the right to enter into a use agreement with any other party for use of any areas of the Park outside of the Designated Park Area during LICENSEE’s event (as hereinafter defined) unless the LICENSEE pays the Riverside Gardens Park Event Fee, in which case, the Town will not enter into a use agreement with any other party for any area of the same Park in which the LICENSEE is entering into this agreement.

- PURPOSE OF USE.** LICENSEE agrees to use the Designated Park Area for the following purposes and no other, which hereinafter shall be referred to as the “Event”:

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

3. **RENTAL FEE.** In consideration of LICENSEE’s right to exclusively use the Designated Park Area for the Event for the time period specified in Paragraph 1 (including the time period for setup and tear down), LICENSEE shall pay to THE TOWN the following rental fee (“Fee”):

<u>Designated Park Area</u>	<u>Rental Fee</u>
Riverside Gardens Grand Pavilion	\$125 Resident \$150 Non-Resident
Riverside Gardens South Pavilion	\$75 Resident \$85 Non-Resident
Riverside Gardens North Pavilion (near splash pad)	\$75 Resident \$85 Non-Resident
Riverside Gardens Grassy Area	\$75 Resident \$85 Non-Resident
Schwartz Road Parking Area	\$75 per day
Leo-Cedarville Park Pavilion	Not available
Riverside Gardens Park Event (for larger events)	\$800 Resident \$850 Non-Resident

* Resident defined as the LICENSEE living within the incorporated Leo-Cedarville town limits.
**Organizations located within Town limits receive the Resident rate. All other organizations located outside Town limits will be charged the Non-Resident rate.
*** The pavilions may be occupied no earlier than dawn on date of rental and should be vacated by dusk without specific written approval.

TOTAL \$ _____

4. **PAYMENT.** LICENSEE will make payment in full which must be received by THE TOWN upon receipt of the signed contract. Payment may be made in cash, check or money order payable to the Town of Leo-Cedarville. If such payment is not received by THE TOWN upon receipt of contract, THE TOWN may terminate this Agreement.
5. **PARKING DURING EVENTS.** LICENSEE and its guests shall utilize the same public parking spaces available to the public at large on a first come, first served basis unless the Schwartz Road Parking Area has been reserved above. There shall be no driving or parking allowed on the grassy areas of the park without prior written consent of the Town (including during set up and break down times). LICENSEE shall be liable for all damage to the grass or landscaped areas of the park if LICENSEE, its agents or guests violate this provision of the License. No parking is allowed along the Schwartz Road right of way.
6. **COMPLIANCE WITH LAWS & REGULATIONS.** At all times applicable to this Agreement and the Event, LICENSEE 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 LICENSEE 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 BEFORE 6:00 A.M. OR AFTER 10:00 P.M. DURING THE EVENT.**

7. **DISABLED PARKING.** LICENSEE shall provide adequate parking for people with disabilities during the Event. If LICENSEE's Event requires use of areas already marked specifically for handicap parking, LICENSEE shall make provisions to include other accessible parking as required by Americans with Disabilities Act or other applicable law.
8. **PENALTY FOR EXTENDING OCCUPANCY.** If LICENSEE and all of LICENSEE'S equipment is not removed from the Park by midnight on the final date of this Agreement, THE TOWN may charge LICENSEE a penalty of \$300.00 for each day of unauthorized occupancy of the Park. This fee applies to tents, tables, chairs, equipment, and any outstanding material left on the park premises.
9. **INSURANCE REQUIREMENTS.** A description of the event will be required at time of rental. The Town Manager or designated Town contact will determine insurance requirements based upon the information included in the description.

Category 1: Personal events such as Birthdays, Graduations, Reunions, Anniversaries:

- Attendance is 200 people or less.
- Not allowed to have any rented or brought in play equipment, or hired entertainment.
- **Insurance requirement:** a certificate of insurance for personal liability through a homeowner's insurance policy or individual personal liability policy.

Category 2: Personal events as in Category 1 with the following additions:

- Attendance 500 or less.
- Rented or brought in equipment and/or hired entertainment allowed.
- **Insurance requirement:** a certificate of insurance for personal liability through a homeowner's insurance policy or individual personal liability policy of no less than \$1,000,000 coverage.

Category 3: Profit or non-profit events: (Riverside Gardens Park Event)

- Attendance is greater than 500
- Rented or brought in equipment and/or hired entertainment allowed.
- **Insurance requirements:** a certificate of insurance for commercial liability for the event and from any special risk activities of no less than \$1,000,000 coverage. (Some events may require higher limits of liability and will be determined at time of rental).
- **Please follow #10 and #11**

10. **INSURANCE & INDEMNIFICATION.** LICENSEE shall obtain, at its own cost and expense, public liability insurance for the Event and its use of the Park under this Agreement with limits of coverage for bodily injury and property damage, naming the

Town of Leo-Cedarville, and the Leo-Cedarville Park Board as additional insureds thereunder. LICENSEE shall further obtain all necessary workers compensation insurance and any insurance necessary to cover any injury sustained by any employee or volunteer working for the LICENSEE at the Park during the EVENT. LICENSEE shall, no later than 30 days after THE TOWN signs this Agreement or 10 days before the Event (whichever comes first), furnish THE TOWN with a copy of said insurance policies or a certificate of insurance for both such policies which shall name the Town of Leo-Cedarville as an additional insured party under the policy during the period of the EVENT. The policy period dates included on LICENSEE's policies or certificates shall begin no later than the day LICENSEE first begins setup and end no earlier than the last day of tear down and removal of all LICENSEE's property (whether owned, borrowed or rented) from the Park. If LICENSEE fails to obtain the insurance required hereunder or fails to timely provide THE TOWN with proof of such insurance, THE TOWN may, at its option terminate this Agreement, and in such circumstance, the termination shall be deemed to be an Event cancelled by the LICENSEE and LICENSEE shall be charged with the applicable fee for such cancellation.

LICENSEE 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 LICENSEE or its agents, contractors, guests, or patrons in the operation, use or occupancy of the Park or any part thereof, and LICENSEE further agrees to release and waive any and all claims of whatever nature for any or all loss or damage sustained by LICENSEE or LICENSEE'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 LICENSEE'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 LICENSEE.

11. **RELEASE & WAIVER OF LIABILITY & HOLD HARMLESS.** LICENSEE hereby assumes full responsibility for its safety and the safety of its employee's, volunteers, contractors, and guests during the EVENT. LICENSEE 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 LICENSEE 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 LICENSEE or its agents or employees are upon the Licenses premises or otherwise observing, working for or participating in the EVENT.

LICENSEE 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 LICENSEE 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.**

12. **ALCOHOLIC BEVERAGES.** Alcoholic beverages shall not be served or consumed in the Park unless LICENSEE has a valid permit or license granted by the Alcoholic Beverage Commission for such activity. LICENSEE or its agents, contractors, guests, or patrons shall not serve or consume alcohol at the Park unless THE TOWN has received a copy of such license or permit at its office no later than 10 days prior to the Event.
13. **CANCELLED EVENTS.** Events cancelled three weeks or more prior to the event date will receive a full refund. Any cancellations less than three weeks or closer to the scheduled event date are non-refundable.
14. **TENT STRUCTURES AND SPRINKLING SYSTEM.** LICENSEE shall be permitted to erect tent structures reasonable and customary for the Event in the Designated Park Area; provided, however, that such tent structures shall be of sturdy and stable construction and able to withstand wind gusts of up to at least 75 miles per hour and provided, further, that LICENSEE shall discuss with and obtain written assurance of the foregoing from the tent company supplying and installing such tent structures prior to or at the time of contracting with such tent company. A tent is defined as a collapsible shelter of fabric (such as nylon or canvas) stretched and sustained by poles and used as a temporary headquarters or shelter for the event. It can be of any size and can consist of a canopy or enclosure placed to provide shelter, shade, or protection from elements. In addition to the foregoing, LICENSEE shall provide the Town Manager or the Town Clerk Treasurer with the name, address and phone number of the tent company to be utilized by LICENSEE prior to any tent setup for the Event. THE TOWN shall provide LICENSEE's selected tent company with a copy of the blueprint or diagram of the water sprinkling system for the Park or Designated Park Area after receiving a fully-executed copy of this Agreement and the tent company information. The tent company must set up all tents in such a way that will not harm or damage the sprinkling system in any manner. Without otherwise limiting any other right THE TOWN may have under this Agreement, any expense incurred by THE TOWN due to damage to the sprinkling system caused by tent set up shall be paid by LICENSEE. THE TOWN shall make the necessary repairs and provide LICENSEE with an invoice for such repairs, and LICENSEE shall pay such invoice within 30 business days of receipt.
15. **ELECTRICITY AND WATER FEES.** LICENSEE shall reimburse THE TOWN for any and all charges for LICENSEE's use of electricity and water furnished to the Park for the period of time from the beginning of the setup to the end of the tear down for the Event within 30 business days of receipt of an invoice from THE TOWN regarding such charges.
16. **SIDEWALKS AND WALKWAYS.** LICENSEE and any entity associated with the event are not permitted to drive on park sidewalks and/or walkways. Heavy equipment and trucks are to be unloaded at the circle drive in Riverside Gardens Park.

17. **CAMPING IN THE PARK.** No overnight camping or camp fires shall be permitted in the Park at any time.
18. **ACCESS.** If renting for the use of a pavilion only, LICENSEE cannot prohibit public use of restrooms, trails, benches, outlying picnic tables or *parking area.
19. **CLEANUP.** LICENSEE shall cleanup the Designated Park Area at the conclusion of the Event. An inspection of the area will be done by the THE TOWN immediately after final tear down for the Event. If additional cleanup is required by THE TOWN, LICENSEE shall be responsible for charges incurred for additional cleanup, at an hourly rate of \$60.00.
20. **DECORATIONS & STRUCTURES.** Display or decoration materials are not to be fastened by any method that leaves marks or residue on posts, woodwork or painted surfaces. The use of confetti or other decorations similar in nature and size are not permitted. Signs placed by the renter inside or outside the park must be removed and discarded at the end of the rental. All tables or benches moved from their original location must be returned to their original location at the end of the rental time.
21. **LANDSCAPING.** No park fauna or flora shall be removed from the park. No person shall damage or deface trees, shrubs, plants, fences, tables or any other structures of the park property.
22. **SALES AT PARK.** Pavilion renters shall not sell items on park property without specific written permission from the park board. No one shall be permitted to play any game of chance for monetary gain on park property without specific and prior written approval from the Park Board.
23. **RECREATION EQUIPMENT.** Carnival rides and other recreation equipment such as moonwalks, trampolines, etc. arranged by the renter shall be permitted only if provider submits a certificate of liability insurance one week in advance showing sufficient liability and personal injury insurance.
24. **FIRES AND GRILLS.** Open fires are not permitted except in grills. Any grills used by the LICENSEE should not be located in or on any area threatening park structures.
25. **TERMINATION.** THE TOWN shall have the right to terminate this Agreement upon termination by the Park Board of THE TOWN's authority to manage and maintain the Park. THE TOWN shall use its best efforts to give LICENSEE as much advance notice of such termination as practical under the circumstances.
26. **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.
27. **BINDING AGREEMENT AND AUTHORIZED SIGNER.** This Agreement is not binding until it has been signed by both parties. LICENSEE represents and warrants that

the person executing this Agreement on behalf of LICENSEE is duly authorized by the governing board of LICENSEE.

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

PLEASE SIGN AND RETURN ENTIRE CONTRACT WITH YOUR PAYMENT

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

LICENSEE: _____

By: _____
Its: _____

Date: _____

Contact Person for the LICENSEE:

(Please print)

Address: _____

Phone-Work: _____ Home: _____

E-Mail Address: _____

TOWN OF LEO-CEDARVILLE, INDIANA

By: _____

Date: _____

Payment Information: Total Estimated Charge: \$ _____

Amount received: \$ _____

Date of payment: _____

PLEASE SIGN AND RETURN ENTIRE CONTRACT WITH YOUR PAYMENT

This is a tentative fee structure, subject to change in 2017.