



13909 Pony Express Run - PO Box 408, Leo, IN 46765

phone: (260) 627-6321 ext. #1

www.LeoCedarville.com parks@LeoCedarville.com

LEO-CEDARVILLE PARK LICENSE AGREEMENT

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

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

USE OF THE PARK: THE TOWN grants LICENSEE exclusive use of the Leo-Cedarville Park building

beginning on the following date _____ at _____

and ending on _____ at _____.

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

LICENSEE agrees to use the Park building for the following purposes and no other, which hereinafter shall be referred to as “EVENT”

1. RENTAL FEE: The Licensee shall pay THE TOWN the following total rental fee _____. This fee is in consideration of the LICENSEE’s right to use the Leo-Cedarville Park Building exclusively for the time period and event specified above.

2. PAYMENT: Payment must be received in full upon receipt of this contract. Payment may be made in cash, credit card or check or money order. This contract will not be executed if payment is not received in full. Payment with credit card is charged a service fee of 3%, this fee is non-refundable, even in the case of EVENT cancellation.

3. 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 serve basis. NO driving or parking is allowed on the grassy areas of the PARK. LICENSEE shall be liable for all damages to the grass or landscaped areas of the PARK if the LICENSEE or its guests violate this provision. No street parking is allowed outside of marked parking spaces.
4. COMPLIANCE WITH LAWS & REGULATIONS: LICENSEE shall comply with all applicable federal, state, and local laws and regulations and all Leo-Cedarville Park Board rules pertaining to the use of the PARK. LICENSEE is required to provide a copy to THE TOWN of any ticket, citation, or notice of violation from a law enforcement officer or other agency resulting from the LICENSEE's use of the PARK. Any such ticket, citation, or notice of violation shall be cause for termination of the Agreement by THE TOWN. The EVENT shall at all times shall comply with the Leo-Cedarville Noise Ordinance. NO BANDS OR EXCESSIVE NOISE WILL BE ALLOWED BEFORE 7:00 A.M. OR AFTER 10:00 P.M.
5. PENALTY FOR EXTENDING OCCUPANCY: If LICENSEE and all of LICENSEE's equipment is not removed from the PARK by ending date and time of this agreement, THE TOWN may charge the LICENSEE the full day rental fee for each day of the extended occupancy.
6. INDEMNIFICATION: 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.
8. ALCOHOLIC BEVERAGES: Alcohol shall not be served or consumed in the PARK unless LICENSEE has a valid permit or license granted by the Alcoholic Beverage Commission. LICENSEE shall provide a copy of such permit or license to THE TOWN no later than 10 days prior to the EVENT.
9. FIRES AND GRILLS: Open fires are not permitted anywhere within the PARK. Any grill used by Licensee should not be located in or on any area threatening park structures or equipment.
10. THE PARK BUILDING: LICENSEE cannot prohibit public access and use of restrooms, trails, benches, outlying picnic tables, parking areas, or play structure.
11. DECORATIONS AND STRUCTURES: The use of confetti or other decorations similar in nature and size are not permitted. Decorations may be used so long as they are not placed or fastened in any method that leaves a mark or residue. All tables and chairs must be placed in their original location at the end of the rental time. HELIUM balloons are NOT PERMITTED inside the park building.

12. 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 on park property.

13. RECREATIONAL EQUIPMENT: Carnival rides, moonwalks, bounce houses, trampolines or any other recreational equipment are not permitted.

14. SALES AT THE PARK: LICENSEE shall request written approval of the PARK BOARD to sell any items on park property. Approval shall be granted on a case by case basis.

15. CLEANUP: Licensee shall cleanup the designated area at the conclusion of the EVENT. Licensee shall follow the cleanup checklist provided at the PARK. An inspection of the area will be completed by THE TOWN. If additional cleanup is required by THE TOWN, LICENSEE shall be responsible for charges incurred for additional cleanup at the rate of \$25.00/ hour.

16. REMEDIES: In the event THE TOWN is required 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. 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.

BUILDING ACCESS - Licensee will pick up a key from Town Hall 13909 Pony Express Run Leo-Cedarville, IN, no more than 24 hours prior to rental. Key is to be returned the next day through the drop box at Town Hall. Failure to return the key will result in a charge of \$150 fee.

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

LICENSEE (print): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone-Home: _____ Mobile: _____

E-Mail Address: _____

Sign _____ Date: _____

OPTIONAL: Additional Contact or Other Information:

TOWN OF LEO-CEDARVILLE, INDIANA:

Representative of Town: _____

Signature _____ Date: _____

PAYMENT INFORMATION:

RENTAL INFORMATION:

Rental Fee: \$ _____ Rental Date: _____

Indiana 7% Tax: \$ _____ Half Day am / pm or Full Day _____

TOTAL PAID \$ _____ Key # _____

Check # _____ Cash _____ Credit Card * _____

** There is a non-refundable fee of 3% for payments made by credit card.*

CANCELLATION POLICY – Rentals cancelled 30 DAYS or more in advance of the rental date will be receive a full refund. No refunds are given for cancellations less than 30 days before the rental date unless the Town is able to execute a license agreement with another party for the time period in which the licensee's cancelled event was to occur.

TOWN OF LEO-CEDARVILLE
PARKS DEPARTMENT
CREDIT CARD AUTHORIZATION FORM

The undersigned Card Holder, hereby authorizes the Town of Leo-Cedarville, to retain the following credit card information as security against damage to the Leo-Cedarville Park Building in conjunction with the Card Holder's rental of the Building. I understand that the Town will keep this information confidential, and will not copy or keep any other record of this information.

I understand that the Town is storing this information in lieu of a cash security deposit. The Town will only charge the credit card identified on this form in the event of:

- 1) damage to the facility, or
- 2) if cleaning arising out of my rental of the Park Building, or
- 3) if there is a failure to return the key.

In such event, the Town will only charge the card for the amount necessary to cover the cost of the cleaning or the cost of the repair, up to but not exceeding \$150.00 (this is not a limit on my potential liability, but only a limit on what the Town will charge to the credit card). If such a charge is necessary, I will receive a notice and an itemization of the damages/cleaning costs and the charge made.

At the completion of this transaction, the Town will destroy this record, or will return it to me at my request. No other record of my credit card information will be made, and this form will not be digitally stored, or in any way accessible on-line.

Card Holder Information		
Name: _____		
Address: _____		
City	State	Zip
Contact Phone Number: _____		
E-Mail Address: _____		

CREDIT CARD INFORMATION

Card Type Visa Master Card Discover American Express

Credit Card Number: _____

Exp. Date: _____

CVV2 Code: _____

Billing Address:

Name as appears on Card: _____

The above credit card information will be kept confidential, and will not be copied, duplicated or electronically stored. At the completion of this transaction, the Town will destroy this record, or will return it to me at my request.

PAYMENT AUTHORIZATION

I _____, confirm that I am an authorized user of the credit card identified above. I hereby authorize the Town of Leo-Cedarville Clerk-Treasurer to process a charge against the above identified credit card in an amount necessary to repair any damage to the Leo-Cedarville Park Building or any appurtenant structures, equipment, and property arising out of my rental of the park building, up to but not exceeding \$150.00.

Date

Signature

LEO-CEDARVILLE PARK BUILDING FEE SCHEDULE:

<u>PARTIAL DAY:</u>		FEE	TAX	TOTAL
Monday – Thursday	Resident:	\$120.00	\$8.40	<u>\$128.40</u>
	Non-Resident:	\$145.00	\$10.15	<u>\$155.15</u>
Friday – Sunday & Holidays	Resident:	\$220.00	\$15.40	<u>\$235.40</u>
	Non-Resident:	\$265.00	\$18.55	<u>\$283.55</u>
 <u>FULL DAY</u>				
Monday – Thursday	Resident:	\$215.00	\$15.05	<u>\$230.05</u>
	Non-Resident:	\$255.00	\$17.85	<u>\$272.85</u>
Friday – Sunday & Holidays	Resident:	\$415.00	\$29.05	<u>\$444.05</u>
	Non-Resident:	\$495.00	\$34.65	<u>\$529.65</u>

PARTIAL DAY TIMES: 7:00 am – 3:00 pm or 5:00 pm – 10:00 pm

FULL DAY TIMES: 7:00 am – 10:00 pm

HOLIDAYS: New Year’s Eve, New Year’s Day, Martin Luther King Jr Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Halloween, Thanksgiving Day, Christmas Eve, Christmas Day.

Homeowner Association/Not-For-Profit Meeting Fee Schedule:

The Leo-Cedarville Park Building can be rented for meetings for a flat rate of \$45.00 for a period of two hours. This special rate only applies for rentals on the 2nd and 4th Tuesday and Wednesday of the month. The building will be available 4pm-6pm or 6pm-8pm without the use of the kitchen.

Any Association utilizing the Leo Cedarville Park Building must complete all sections of the Park License Agreement.