

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

RIVERSIDE GARDENS 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:

- 1. USE OF THE PARK.** THE TOWN grants LICENSEE exclusive use of the following areas of the Riverside Gardens Park 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	_____	_____	_____	_____
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 parking area 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.

2. **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
Riverside Gardens Park Event (for larger events)	\$800 Resident \$850 Non-Resident

* Resident defined as living within the incorporated Leo-Cedarville town limits.

** The pavilions may be occupied no earlier than dawn the date of the 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, credit card using THE TOWN’s PayGov.US website, or check or money order payable to the Town of Leo-Cedarville. Payments made using the PayGov.US website will be charged a 3% convenience fee. If such payment is not received by THE TOWN upon receipt of contract, THE TOWN may terminate this Agreement.

5. **FINANCIAL INFORMATION FOR DAMAGE TO BUILDING.** The LICENSEE agrees execute a credit card authorization form for the purpose of charging the LICENSEE for any damages or cleaning costs incurred to the PARK resulting from the LICENSEE’S use of the PARK. Initials of LICENSEE _____

6. **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. 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.
7. **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 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 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.**
8. **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 to the LICENSEE liquidated damages in an amount equivalent to the sum total of lost rental income from THE TOWN'S inability to execute license agreements with other parties. 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 agent 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 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 is 500 people 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 people.
- Rented or brought in equipment and/or hired entertainment allowed.

- **Insurance requirement:** 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 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 and the Leo-Cedarville Park Board 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.

11. RELEASE & WAIVER OF LIABILITY & HOLD HARMLESS. LICENSEE hereby assumes full responsibility for its safety and the safety of its employees, 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 months or less prior to the EVENT date are non-refundable unless THE TOWN is able to execute a license agreement with another party for time periods in which the LICENSEE'S cancelled EVENT was to occur.
- 14. TENT STRUCTURES AND UNDERGROUND UTILITIES.** 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 Contact Person for THE TOWN 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 underground utilities within 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 underground utilities 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 underground utilities 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. 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 accessed from Grabill Road.
- 16. CAMPING IN THE PARK.** No overnight camping shall be permitted in the PARK at any time.
- 17. FIRES AND GRILLS.** Open fires shall only be permitted in the designated fire pit area. Any grills used by the LICENSEE should not be located in or on any area threatening PARK structures or equipment.
- 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 areas.
- 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 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 a rate of \$25.00 per manhour.
- 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. 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.

25. 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.

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

PLEASE SIGN ON NEXT PAGE AND RETURN ENTIRE CONTRACT WITH PAYMENT

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

LICENSEE (print): _____

Address: _____

Phone-Work: _____ Home: _____

E-Mail Address: _____

By: _____ Date: _____

Its: _____

Contact Person for the LICENSEE (print): _____

Address: _____

Phone-Work: _____ Home: _____

E-Mail Address: _____

TOWN OF LEO-CEDARVILLE, INDIANA

By: _____ Date: _____

Payment Information: Total Estimated Charge: \$ _____

Rental date: _____ Amount received: \$ _____

SBOA # _____ Date of payment: _____

Receipt # _____

PLEASE SIGN AND RETURN ENTIRE CONTRACT WITH PAYMENT

This is a tentative fee structure, subject to change.