Special Event Use of Property Agreement
Andover Village

"The User"

_____

Name of organization/group

_____

Duly authorized representative/person in charge of the Event

_____

Address of organization/group

_____

_____

Phone no. of representative/person in charge of the Event

"The Village"
Andover Village
Attn: Village Administrator
134 Maple Street
PO Box 1267
Andover, OH 44003-1267
440/293-4747

The User is a:
☐   corporation for profit.
☐   nonprofit corporation.
☐   nonprofit, tax-exempt corporation.
☐   Unincorporated association.
☐   Family.
☐   Church.
☐   Other _____

The village property to be used ("the Property"):
☐   Andover Recreation Park
  ☐   Pavilion
  ☐   Pavilion kitchen facilities
  ☐   Mike Bell Field
  ☐   Vi Seeley Memorial Field
  ☐   Andover Rotary Club Field
  ☐   Playground
  ☐   Volleyball court
  ☐   Parking lot
  ☐   Walking trails
  ☐   Other _____
☐   Andover Village Hall (134 Maple Street)
  ☐   Council chambers
  ☐   Parking lot
  ☐   Other village property behind village hall

The Property shall be used for the following purpose ("the Event"): _____

_____

_____

Anticipated number of participants in the Event: _____

Adopted 11 October 2006

The User agrees to abide by the following terms, conditions, and covenants regarding the use of the Property during the course of the Event:

1. The rental fee of $ _____ must be paid in advance of the Event.

2. After the Event, the User shall vacate the Property, leave it in a condition acceptable to the Village, and surrender all keys. The User shall be responsible for the cost of any trash removal, cleaning, and repair or correction of damage in excess of normal wear and tear, which the Village may recover from the User. The Village's determination of the costs to be recovered from the User shall be final.

3. This agreement shall extend for a term of _____ hours/days/months, from _____ a.m./p.m. on _____ to _____ a.m./p.m. on _____ . The User's right to use the Property for the Event shall be:

   ☐ Exclusive (the User shall control who may use the Property during the event).

   ☐ Non-exclusive (members of the general public may continue to use the Property together with the User, provided said use is consistent with and does not interfere with the Event).

4. The User shall control and be responsible for the acts of all its employees, members, participants, volunteers, guests, and invitees while they are on the Property.

5. If the Event shall take place over a period of more than 7 days, the User shall procure a written waiver and release from all its employees, members, participants, and volunteers, who shall agree to be bound by the terms of this agreement and abide by the rules and regulations pertaining to the use of the Property while they are on the Property.

6. The User shall not alter or improve the Property without the prior written consent of the Village.

7. The User shall use and occupy the Property in a careful, safe, and proper manner and shall, at the User's expense, comply with all laws, rules, and regulations regarding the use of the Property. The User acknowledges the receipt of a copy of the rules and regulations pertaining to the use of the Property, which prohibit:

   a. Alcoholic beverages;

   b. Gambling, games of chance, and schemes of chance;

   c. Parking in areas other than those designated for parking (parking anywhere inside the gate at the Andover Recreation Park is prohibited except to load and unload);

   d. Nuisances; and

   e. Other unlawful or improper activities.

8. The User hereby indemnifies the Village (which term includes the Village's elected and appointed officials, employees, volunteers, and any other persons or entities working for or on behalf of the Village) against and holds the Village harmless from any and all damages, costs, and expenses, including reasonable attorney fees, arising out of, connected with, or resulting from the use of the Property by the User as part of the Event, except that the User shall not be liable for any damages resulting from the Village's negligence or willful misconduct. Said damages shall include but not necessarily be limited to personal injury (including bodily injury and death) and property damage (including the loss of use of same).

   ☐ The Event is intended to be a fundraiser for the User.

   ☐ The User expects to raise $1,000.00 or more from the Event.

9. If both of the preceding boxes are checked, the User shall procure and maintain for the duration of the Event at its sole expense public liability insurance for damages from any act or omission resulting in bodily injury to or death of persons on the Property, together with

property damage coverage with a limit of not less than $ _____ . The Village shall be named as an additional insured on said policy; a copy shall be delivered to the Village upon the execution of this agreement.

10. The Village reserves the right to rescind this agreement at any time and for any reason.

11. Miscellaneous Provisions.

    a.   This agreement shall be binding upon the heirs and successors of the parties, and shall not be assigned.

    b.   If any provision contained in this agreement shall be found invalid, illegal, or unenforceable, such finding shall not affect any other provision of this agreement, and it shall be construed as if it had never contained such provision.

    c.   This agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings, or written or oral agreements, between the parties and their agents regarding the above subject matters.

    d.   No amendment or modification of this agreement shall be binding unless the same is in writing, dated after the date of this agreement, and duly executed by the parties.

    e.   Words of any gender used in this agreement shall be held and construed to include any other gender, and words of the singular shall be held to include the plural, and vice versa, unless the context requires otherwise.

    f.   This agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.

    g.   This agreement shall be construed under and in accordance with the laws of the State of Ohio.

EXECUTED with intent to be legally bound on _____ 20 _____ .

WITNESSED BY: The Village:

_____

                                 _____

                                 Village Administrator

                                 The User:

_____

                                 _____

                                 Duly authorized representative/person in charge of the Event

KEY RELEASE FOR VILLAGE PROPERTY

I_____ HAVE RECEIVED TWO (2) KEYS FOR THE ANDOVER
   Signature of User
RECREATION PARK.

    1.   Key to the Main Gate

    2.   Key to Kitchen and Restrooms

I HEREBY AGREE TO RETURN BOTH KEYS TO THE VILLAGE HALL BY THE END OF
THE NEXT WORKING DAY FOLLOWING THE EVENT.

_____
         Date

_____
        Signature

_____
    User's Phone Number

_____
   Village Representive

_____
   Date Key s Returned