Updated June 16, 2008

AGREEMENT

for the use of

Hamilton County Parks and Recreation Facilities

Morse Park Osprey Pointe Pavilion Lawn

This Agreement is made and entered into by and between Hamilton County Parks and Recreation Department, **Indiana**, by and through the Park Board (hereinafter "**Owner**") and Applicant (attached) (hereinafter "**Tenant**"). For and in consideration of the promise, terms, covenants, and commitments made herein, the parties do now agree as follows:

ARTICLE I

The **Owner** hereby agrees to furnish to **Tenant** the use of the designated portions of the requested **Park Facility** (hereinafter "**Facility**") under the terms and conditions of this Agreement.

ARTICLE II
USE OF PREMISES

A. Premises: Tenant shall be allowed to use the following designated fields and areas (hereinafter "premises") at the **Park**, under the terms and conditions of this agreement.

B. Tenant shall provide everything necessary during their rental time except those items or services expressly made **Owner's** responsibility. No other use of the **Park** or assignment of this Agreement shall be permitted without the express written consent of **Owner**. Tenant shall pick-up all trash and debris located in the usage area.

C. Tenant acknowledges and agrees that this Agreement and its use of the premises are subject to a Concession Agreement with **Owner's** concessionaire unless exempt under the terms of such concession Agreement.

D. Tenants that have secured a corporate sponsor for their event do not have the right to exclude **Park** sponsors from their event. **Owner** has reserved the right of approval of all event sponsors at the **Park**.

E. Maximum Capacity of people permitted at the event(s) is **100** (inclusive of Osprey Pointe Pavilion).

F. Allowable Uses

1. Tent allowed with Osprey Pointe Pavilion rental
2. Bounce houses
3. Music- noise levels must not be loud- sound must be at a low to medium volume
4. Hours would be the same as Osprey Pointe Pavilion rental

ARTICLE III
RENTAL FEES

A. The **Deputy Director, Administration Assistant** and/or **Park Manager** are to be notified in writing of the person responsible for payment for the usage of the facility.

B. Should this information change during the course of the contract, it shall be the responsibility of the **Tenant** to notify the **Deputy Director, Administrative Assistant** and/or **Park Manager** of such change. The usage rates for Morse Park Beach are from dawn to dusk.

C. Out of County Fees and Rates
An additional 10% fee will be added to the total usage fee, before tax, to any permit if the permit applicant is not a Hamilton County, Indiana resident.

D. Reservation:

1. **Reserving Dates:** The **Tenant** shall pay **Owner $250.00 deposit** for all Event(s). This deposit is refundable. Reservations can be made up to twelve months in advance.
   i. The damage/clean up deposit fee of **$250.00** is required from all renters at the time the contract is signed. The damage deposit will be refunded if the renter has

complied with all terms and provisions. The damage deposit is due the date of making the reservation. Failure to pay the damage deposit within this time period will result in a loss of the reservation date.

ii. **Cash, checks or money orders should be made payable to the Hamilton County Parks and Recreation Department (HCP&R) and mailed or delivered to:**

15513 South Union Street
Carmel, Indiana 46033

iii. Damage deposits will be returned 30-60 days after rental date subject to the room's condition and any cleanup claims. These fees, if applicable, which will be deducted from the damage deposit.

E. Payment: Tenant shall pay all usage fees at the time of reservation and confirmation of the **event(s)** at the time of execution of this contract. The usage fees will be based upon the total usage required to host such Event(s). The **Deputy Director** and/or **Park Manager** will meet with the **Tenant** to schedule all field reservations. Field Usage Fees and Deposits may be reduced and/or waived by the **Deputy Director** based on the need and/or in kind donations and/or volunteer of equal value to the usage fees. Volunteer hours will be based at $8.50 per hour.

1. **4 hours** usage fee is **$100.00**
2. Each additional hour is **$25.00 per hour**

F. Overtime: The **Tenant** shall be responsible to pay **Owner** for all overtime hours charged for setup and supervision of the event. The overtime charge is **$40.00** per hour with the maximum of eight hours per day. All Overtime must be approved by the **Deputy Director**.

ARTICLE IV
SCHEDULING AND CANCELING

A. Weather: The **Owner** reserves the rights to cancel/postpone any and all event(s) due to bad weather or poor field conditions. The **Deputy Director** and/or **Park Manager** will notify the representative of the hosting organization of such conditions as soon as possible. The **Deputy Director** and/or **Park Manager** will make all efforts to reschedule event(s) that day or evening. If the event(s) cannot be rescheduled the **Owner** shall reserve the right refund to the deposit and return all other funds to the **Tenant** provided the **Tenant** returns all registration fees to all participants.

B. The **Tenant** shall designate one representative to schedule event(s) times during the calendar year. The **Deputy Director** and/or **Park Manager** shall be given the name and telephone number of the representative of the **Tenant** in writing prior to the start of the season. The **Tenant** may change representatives, but such change shall not be effective until written notification of the new representative's name and phone numbers are given to the **Deputy Director** and/or **Park Manager.**

C. Event(s) are to be agreed upon with the **Deputy Director** and/or **Park Manager** prior to the start of each calendar year. These times are to be standing dates/times and will be considered confirmed unless canceled under the other provisions of this Agreement.

D. Event(s) may be canceled without charge if at least 48 hour written notice of such cancellation is given to the **Deputy Director** and/or **Park Manager** by the **Tenant's** designated representative. If the event(s) is canceled with less than 48 hours notice to the **Deputy Director** and/or **Park Manager** as provided herein, the **Tenant** will be billed and shall pay for the event(s) it has scheduled.

E. If scheduled event(s) are canceled three times during the calendar year by the **Tenant**, the **Tenant** will forfeit the remainder of the season. All other tenants will then be notified that the dates/times are available.

F. The **Deputy Director** and/or **Park Manager** will rent the fields on a first-come first-served basis.

ARTICLE V
ADDITIONAL TERMS

A. Additional Workers: If required, the **Owner** shall employ any necessary security personnel, ticket takers, or etc. and bill the **Tenant** for the cost of such labor. **Owner** will notify **Tenant** a reasonable length of time in advance of the event concerning the number of workers needed and the cost for such

labor. **Tenant** shall employ and make direct payment to all other personnel required to produce the event at the Park. **Owner** shall have the right to approve and disapprove (upon reasonable cause) of personnel to be hired by **Tenant**. **Tenant** shall pay all taxes and meet all withholding requirements imposed by Federal and State law.

B. Retention of Rights by Owner: The **Owner, Deputy Director** and/or **Park Manager** may enter the **Park Events** at any time. The **Owner, Deputy Director** and/or **Park Manager** may eject any person who disturbs other persons or the conduct of any event in the **Park**. Any person not permitted at the **Park** by the **Owner, Deputy Director** and/or **Park Manager** is also not allowed to attend any **Tenant** activity.

C. Compliance with the Law Required: Tenant agrees that every person connected with its use of the **Park** shall comply with the laws of the United States, the State of Indiana, the ordinances of the City with which the Park is located and the rules and regulations of **Owner** for the government and management of the **Park**, together with the rules and requirements of the Police and Fire Departments of the Cities of Hamilton County, Indiana. **Tenant** shall not permit any food, bottles or cans to be sold in the Park, unless agreed upon between the **Tenant** and **Deputy Director** and/or **Park Manager.**

D. Indemnity and Insurance: Tenant agrees to indemnify and defend the **Owner, Park** and their agents, employees and assigns and save them harmless from all loss, penalty, cost, claim, or damage due to any act, omission, or fault of **Tenant**, or its officers, agents, employees, patrons or guests. It is further understood that such indemnity does not apply to any claim based upon the sole negligence of **Owner, Park. Tenant** agrees to purchase liability insurance in force throughout the term of this Agreement and to list the **Tenant** as certificate holder and name, **Hamilton County Parks and Recreation Department** as additional insured, and to furnish **Owner** with satisfactory certification of such insurance in order to validate this Agreement. The insurance coverage shall provide protection in the amounts of not less than Five Hundred Thousand Dollars **($500,000.00)** per person for injury or death of one person in any one occurrence, and One Million Dollars **($1,000,000.00)** for injury or death of all persons in that occurrence, and Five Hundred Thousand Dollars **($500,000.00)** per occurrence for damage to property belonging to **Owner** or third persons. The insurance policy shall contain provisions that prevent the policy from being materially changed or canceled without providing the **Owner** at least ten (10) days prior written notice of such intended change or cancellation.

E. Damage to Premises: Tenant agrees not to cause, allow, or permit any damage to or alteration of the **Park** or fixtures or personal property therein or to any of the **Park** grounds or adjacent properties. If any damage occurs due to the act, omission, or fault of the **Tenant**, its officers, agents, employees, or any other person admitted within the **Park** or its grounds by the **Tenant, Tenant** agrees to pay any sum that shall be necessary to restore and/or replace whatever was damaged. If **Tenant** desires to use any chalk and/or paint on grounds and/or place any sign in the **Park**, it shall first present a drawing or detailed description of such sign to **Deputy Director** and/or **Park Manager** for approval. **Owner, Deputy Director** and/or **Park Manager** shall not be bound by any precedent and may remove any sign which is not pre-approved.

F. Property of Tenant: Owner is not responsible for any property placed in the **Park** by **Tenant**, its officers, agents, employees or patrons or any other person admitted to the premises by the **Tenant**. The **Tenant** agrees to release, discharge, and hold harmless **Owner** from any liability for loss or damage to such property.

G. Removal of Property: If any portion of the **Park** is not vacated at the end of the term, **Owner** may remove all property placed in the **Park** by **Tenant. Tenant** agrees to pay **Owner** for all expenses incurred in such removal, and agrees to hold harmless the **Owner** from any claims for damages of whatever nature regarding the same. **Owner shall have a lien on such property for any money owed Owner by Tenant.**

H. Obstructions: Tenant agrees to keep all roadways and exits clear. Park is to remain open to all public during usage.

I. Force Majeure: In the event that any said event(s) shall not be held on said date or time due to reasons of war, insurrection, strike, riots, destruction of all or part of the complex, act of God excluding rain or snow or other force majeure beyond the control of the **Owner**, then the owner shall have the right to cancel event(s) without compensation to the Tenant.

J. Concessions: Owner reserves all rights to the sale of concession items in the Park. **Tenant** shall obtain approval of the **Park** concession operator before vending or giving away any concession items, unless exempt from the concessionaire's Agreement. No food or beverage may be brought into the **Park** by **Tenant** or their group without the express consent of **Owner**, **Deputy Director** and/or **Park Manager**.

K. Goods: Tenant shall not give away or sell any merchandise at any event without written permission from **Tenant, Deputy Director** and/or **Park Manager**. A vendor agreement shall execute with each individual vendor at the rate of $100.00 per event or day. This agreement will be provided by the **Owner** and executed between each vendor. The vendor shall pay **Owner** at the time of execution of this agreement.

L. Parking and Admission: The **Tenant** shall request admission fees for event(s). The **Owner** reserves all rights to retain all admission fees into the **Park** if staffing is provided by the **Owner**. If the **Owner** delegates the admissions to the **Tenant**, the **Tenant** shall staff the operations with volunteers and split the set admission fee with the **Owner**. The **Tenant** shall choose one of the following packages. Parking is required in designated parking lots.

M. Additional Issues

1. Signage- only temporary yard signs may be used the day of the event(s)
2. Trash- must clean up after the event(s), failure to do so will result in a $50 charge
3. Gates are to remain open at all times
4. Restrooms are to be open to all public
5. No electricity is provided
6. No driving vehicles on the lawn
7. No restricting flow of traffic
8. No alcoholic beverages
9. Overflow parking has to be at FOP parking lot

N. Breach of Agreement: If **Tenant** shall breach any of the terms and conditions of this Agreement, **Owner** may pursue any and all legal and equitable remedies for breach of said contract, and if said breach is a material breach, this Agreement may be canceled by **Owner** and **Owner** shall be free to pursue any and all legal and equitable remedies it shall have under the laws of the State of Indiana.

O. Construction of Agreement: Tenant agrees that all clauses in this Agreement are dependent on one another and that a failure to object to any violation of any clause of this Agreement is not a waiver of such violation. This Agreement constitutes the entire contract between the parties, and this Agreement supersedes all former agreements, and the same may not be modified or amended except in writing by the parties. The parties agree that this Agreement shall be interpreted and construed under the laws of the State of Indiana.

P. Default: Tenant irrevocably agrees and consents and submits to the non-exclusive jurisdiction of Hamilton County, Indiana. **Tenant** waives any right it may have to change venue of any litigation brought against and further waives any trial by jury. If litigation must be entered into, do to default, the **tenant** agrees to pay any and all court costs and reasonable attorney fees. If any Court of competent jurisdiction should declare any term or provision of this agreement unenforceable, the same shall not affect the enforceability of the remainder of this agreement.

In Witness Whereof, the Tenant and Owner have caused this Agreement to be signed by their duly authorized representatives.

Updated June 16, 2008

Morse Park Osprey Pointe Pavilion Lawn Permit Request Form

Name of Group or Event:	Date Submitted:
Submitted By:	Federal ID Required:
Phone Number:	E-Mail Address:
Street Address:	City/State/Zip Code:

Event Description:

Park and Area Requested:
Purpose of Event:

Usage Times:

Frequency of Requested Use:

☐ One time usage (4 hours) ☐ Additional hours _____ ☑ Osprey Pointe Pavilion Rental (Required)

☐ Other:

Date(s) and/or attachment: M T W Th F Sa Su Start Time: End Time:

Any additional comments or request, please attach appropriate paperwork.

It is understood that no person, group or organization has any vested right to the exclusive use of park property. The use of any/all park property is subject to availability and approval by the Hamilton County Parks and Recreation Department ("HCP&R"), subject to the policies, rules, regulations and guidelines of the HCP&R Department. All requests and paperwork related to it must be received by the Hamilton County Parks and Recreation Department before the requested usage date. It is understood that HCP&R Department sponsored activities have priority over all other activities in using park facilities and this permit is subject to cancellation in the event of an emergency. If a special use permit is granted, the users agree to be responsible for any accidents or injuries sustained by any person attending or participating in the program or activity at the park, and to be responsible for replacement in case any damage or loss is incurred. All users agree to adhere to the rules, applicable federal, state and local laws and any specific guidelines outlined in the special use permit. The undersigned hereby acknowledges receipt of the rules.

Name of Authorized Group Representative: Signature: Date:

Departmental Use Only

Space Available: ☐Yes ☐No ☐Partial	
☐Request approved and granted as requested	☐Request approved subject to conditions, see attached.
Rental Fee: Other Fees 10% Non County:	Total: Deposit:
Volunteering Hours: $8.50 per Hour	Volunteer Deadline: Approved By: Date:

☐ **Request cannot be granted for the following reasons:**

Denied By:	**Reason:**	**Date:**