THE TOWN OF CINCO BAYOU, FLORIDA

PARK FACILITIES USE LICENSE

THIS LICENSE AGREEMENT is made and entered into this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_, between THE TOWN OF CINCO BAYOU, FLORIDA, (hereinafter referred to as "Town"), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "User," whether one or more) whose address is, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for use of Town of Cinco Bayou park facilities, under the following conditions:

1. The User agrees to pay to the Town, at the time of acceptance of this agreement, a license fee of $\_\_\_\_\_\_\_\_\_\_, and a deposit of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The total deposit paid, or a portion thereof, will be deducted from any additional charges levied for use of the Town park facilities. The Town requires that all charges made for the use of park facilities be paid in advance of the date that such park facility is to be used.

2. This License grants the User the use of the following Town park facility, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, from:

\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, to\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_, 20\_\_\_,

(time) (day) (month) (time) (day) (month)

for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(event)

3. The User shall:

* 1. Indemnify, defend and hold harmless the Town and its officers, employees, and agents, from and against any and all liability, losses, claims, injuries, settlements or causes of action of any kind or character (including without limitation any expenses connected therewith, including attorneys' fees and cost of defense) to any person or property arising directly or indirectly from the use of Town park facilities pursuant to this agreement or arising out of any act or omission of the User and/or its officials, employees, agents, or representatives.
  2. Obtain and pay all necessary support personnel for the event.
  3. Obtain at User's cost and expense any and all licenses or permits required by law or ordinance.
  4. Accept the park facilities as they are at the time of occupancy.
  5. Not remove equipment or property from the park premises under any condition.
  6. Arrange and be responsible for all deliveries of equipment, properties, decorations, etc., subject to the approval of the Town Manager.
  7. Remove from the park facilities premises before the beginning of the next work day or as determined by the Town Manager, all equipment, properties, decorations, etc. for which the User is responsible; any such material remaining beyond the specified time will be subject to storage charges.

4. The Town shall:

* 1. Not be responsible or chargeable for interruptions, delays or failures in furnishing any such facilities due to causes beyond its control.
  2. Not be responsible for any damage, accident or injury to the User, his property or his agents, servants, employees or their property, from any cause whatsoever, nor for injury or damage to persons or their property while attending the function sponsored by the User either prior, during or subsequent to the period for which use of Town park facilities by User has been authorized.
  3. Reserves the right in the exercise of discretion, to rescind and cancel this license at any time.

5. The authorized use of Town park facilities shall be subject to all applicable Town ordinances and all rules and policies posted in and around the park. Payment for use of park facilities should be made by check or money order made payable to The Town of Cinco Bayou, Florida.

6. The Town reserves the right, through its representatives, to eject any objectionable person or persons from Town park facilities and upon the exercise of this authority, through its representatives, agents or policemen, User hereby waives any right and all claims for damages against the Town or any of its agents.

7. Special Provisions (if none, enter "none")

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

8. The application and provisions of this license shall constitute the total agreement between the parties and shall be binding upon all parties upon the execution by the Town Manager or his/her designee.

SIGNED and SEALED on the day and year first above written.

THE TOWN OF CINCO BAYOU, FLORIDA USER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Town Manager (seal) Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OR

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Individually