

PARK EVENT AGREEMENT

This Park Event Agreement is entered into on _____ (“Effective Date”) between the Village of Jacksonville, OH (“Village”) and _____, (“Host”).

Name (“Host”):	
Organization (“Host”):	
Mailing Address (for deposit):	
City, State, and Zip Code:	
Contact Phone Number:	
Event Date(s):	

Accordingly, the Parties agree as follows:

1. **“Host”** means the person, organization, entity, etc. entering into this Park Event Agreement with the Village. In the case of an individual acting on behalf of a Civic Organization, Department, Association, Non-profit, school, etc., then “Host” includes the person entering into this Park Event Agreement AND the Civic Organization, Department, Association, Non-profit, school, etc. the individual is acting on behalf of.

2. **Park Event Agreement.** The Village agrees to allow Host to hold a/an/the _____ (“Event”) at the Village of Jacksonville Park (“Park”) on the date specified above as “Event Date.” Host(s) agrees to pay the Village the “Total Due” shown below for the possession, use, and enjoyment of the Park, subject to the terms of this Agreement. Host agrees to follow all other terms of this Agreement. Host acknowledges and agrees that the Village is not associated with the Event in any capacity.

3. **Park Event Term and Security Deposit.** Host(s) shall pay the Village a \$100.00 security deposit for each facility or location to be reserved by Host prior to Event Date. If no security deposit(s) is/are paid by Host, the facility/location at the park shall not be reserved. The Event will last for _____ days beginning on _____, 20____ at _____ AM/PM and ending on _____, 20____ at _____ AM/PM.

4. **Facility or Location to be Reserved.** Host(s) agree that the Event shall be exclusively held at the following location in the Park and/or the facility or location to be reserved and not on any other Village property (please circle facility/location(s) which apply):

Baseball Field Shelter House #1 Shelter House #2 Shelter House #3

5. **Trash.** Host(s) shall be responsible for Event clean-up. Host(s) agree that the Park shall be restored to its original condition prior to the Event. The Host(s) shall provide for trash removal for the duration of the Event and must keep the Event and Park being utilized for the Event in a sanitary condition. Host(s) shall legally dispose of all trash, rubbish, and waste directly or indirectly caused by the Event on a daily basis. This includes the trash from Event located at the Property, Park, streets, sidewalks, and public property. Final clean-up shall be complete within 24 hours following the End Date of Event. Failure to clean up trash in a satisfactory manner at the Village’s discretion shall result in the Host(s) losing their \$100 Event security deposit.

6. **Access to Water Tap.** Host(s) shall not access the water tap. Host(s) shall not use Village water unless they fill out a separate Park Water Usage agreement and abide by all terms contained in that agreement. If a separate Park Water Usage Agreement is entered into amongst the parties, then the Village and Village Employees shall be responsible for accessing the water tap to turn it on and off in accordance with the terms of the Park Water Usage Agreement.

7. **Release of Liability.** Host(s) agree that Village is NOT responsible for any personal injury caused by the Park and/or during the Event and/or Event setup/tear-down. Host(s) agree to release and hold harmless the Village for any and all personal injury caused by the Park and/or during the Event and/or Event setup/tear-down. Host(s) agree that Village is NOT responsible to any losses or damages to property before the Event, during the Event, after the Event, and/or left or stored by Host(s) at the Park.

8. **Park Overnight.** Host(s) agree to release and hold harmless the Village for any and all losses or damages to property before the Event, during the Event, after the Event, and/or left or stored by Host(s) at the Park overnight.

9. **Indemnification.** Host(s) shall indemnify, defend, and hold harmless Village and its employees against all damages, claims, and expenses, including without limitation attorneys’ fees, judgments, penalties, fines, expenses, court costs, and amounts paid in

settlement, to third-parties arising out of the Event, Event setup/tear-down, this Agreement or the performance of services under this Agreement. Host(s) retain the right to assume the defense of any third-party claim, and no settlement may be entered with a third-party claimant without prior written consent of both Host and the Village.

10. **General.**

- a. **Merger.** This Agreement is the entire agreement between the parties and supersedes all prior agreements or understandings, oral or written, with respect to its subject matter.
- b. **Amendment.** This Agreement may be amended only by a written instrument signed by the parties.
- c. **Anti-Assignment.** Neither party may assign this Agreement or delegate its duties without the written consent of the other party. Any assignment of this Agreement or delegation of its duties without the written consent of the other party is void.
- d. **Severability.** Each provision of this Agreement will be considered severable. If any provision is determined to be invalid or unenforceable, the other provisions of this Agreement will remain in effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced the parties shall negotiate in good faith to modify this Agreement to reflect the original intent of the parties as closely as possible.
- e. **Waiver.** Failure to enforce this Agreement does not constitute a waiver of this Agreement unless such waiver is in writing and signed by the party to be charged.
- f. **Governing Law.** This Agreement and all other actions related to this Agreement are governed by Ohio law without regard to principles of conflict of laws.
- g. **Venue.** The parties agree that any suit, action, or other legal proceeding arising out of, related to, or connected with this Agreement must be brought exclusively in the state or federal courts located in Athens County, Ohio. These courts will have jurisdiction over any suit, action, or proceeding and the parties waive any objection to venue or jurisdiction in any such court. Service of process made in accordance with the notice provisions of this Agreement will be deemed effective service of process on the parties.

Intending to be legally bound, the parties have entered this Agreement as of Effective Date.

Host Signature

Date

Village of Jacksonville

Date