

PARK WATER USAGE AGREEMENT

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

Name (“User”):	
Organization (“User”):	
Mailing Address (for deposit):	
City, State, and Zip Code:	
Contact Phone Number:	
Requested Usage Date:	

Accordingly, the Parties agree as follows:

1. **“User”** means the person entering into this Park Water Usage Agreement with the Village. In the case of an individual acting on behalf of a Civic Organization, Department, Association, Non-profit, school, etc., then “User” includes the person entering into this Rental Agreement AND the Civic Organization, Department, Association, Non-profit, school, etc. the individual is acting on behalf of.
2. **Park Water Usage Agreement.** The Village agrees to allow User to the Villages Water in the Park on the date specified above as “Requested Rental Date.” User agrees to pay the Village the “Total Due” shown below for the possession, use, and enjoyment of the Village Park Water, subject to the terms of Sections 3 and 4 of this Agreement. User agrees to follow all other terms of this Agreement.
3. **Water Usage Term and Fees.** User shall pay the Village \$100.00 prior to park water usage. The User shall receive four (4) hours of park water.
4. **Access to Water Tap.** User shall not access the water tap. The Village and Village Employees shall be responsible for accessing the water tap to turn it on and off.
5. **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.

User Signature

Date

Village

Date