



## PITTSBORO PARKS AND RECREATION FACILITY LICENSE AGREEMENT

This Facility License Agreement (“Agreement”) is made \_\_\_\_\_ (the “Effective Date”) by and between the Town of Pittsboro, Hendricks County, Indiana, by and through the Pittsboro Parks and Recreation Department (the “Parks”), and \_\_\_\_\_ (“Licensee”).

- A. The Parks owns and operates a building located at 100 Legion Lane, Pittsboro, IN 46167 (the “Facility”), where small businesses or individuals can make use of a commercial kitchen, licensed by the state of Indiana, among other activities.
- B. The Parks provides certain services to Licensees, which may be provided without charge or a small charge (the “Services”).
- C. Licensee wishes to make use of the Facility and to avail itself of the Services.

In consideration of the mutual agreements and covenants contained below, the parties, intending to be legally bound, agree as follows:

- 1. Subject to Licensee’s timely payment of any and all fees due under this Agreement, as listed in **Exhibit A**, which is attached hereto and incorporated herein, and as further described below, and Licensee’s adherence to the Terms and Conditions of Use, as amended from time to time and attached hereto and incorporated herein as **Exhibit B**, the Parks grants Licensee a revocable, non-exclusive, non-transferrable license to use the Facility during Operating Hours (as defined in the Terms and Conditions of Use) for each month Licensee makes timely payment in advance, subject to the termination provisions included below.
- 2. The Parks shall keep posted a copy of the Terms and Conditions of Use within the commercial kitchen located in the Facility. Licensee agrees and acknowledges that the Terms and Conditions of Use may change from time to time without warning or notice to Licensee and that Licensee is solely responsible for ensuring that it is in compliance with the most current version of the Terms and Conditions of Use.
- 3. The Parks shall use its best efforts to provide the utilities, including water and electric power, to the Facility during Licensee’s designated times of use of the Facility. The Parks makes no representation or warranty as to the availability of such utilities.
- 4. The Parks has one kitchen available at the Facility as of the Effective Date for use by the Licensee. The Parks shall use its best efforts to keep the kitchen operational, but makes no warranty as to the availability of the kitchen.
- 5. Licensee agrees to pay the License Fee according to the schedule in **Exhibit A**, or as amended from time to time, and the respective Utility Fee for Licensee’s first month of use of the Facility upon the Effective Date. The License Fee and Utility Fee shall

thereafter be due the first of each calendar month. Timely payment is of the essence of this Agreement. Licensee acknowledges that Licensee's license to the Facility (as described in Section 1 of this Agreement) expires on the first day of each calendar month unless Licensee has made payment of all fees due for the succeeding calendar month.

6. Licensee shall determine a number of hours the Licensee plans to use the Facility during a month prior to payment of that month's License Fee, and shall pay for that number of hours by the first day of that month. Licensee acknowledges that there are no refunds for using fewer than the designated number of hours, and hours do not "roll over" to the next month.
7. Licensee shall reserve the Facility at a time and for a duration agreed by the Parks and Licensee. Should Licensee use the Facility longer than it is reserved, Licensee shall pay an overage fee as listed in **Exhibit A**, due to the inconvenience and damage caused to other licensee. If Licensee does not make use of the Facility during the time or for the duration agreed by the Parks and Licensee, Licensee will nonetheless be deemed to have used that number of hours for the month.
8. Licensee shall provide proof of certification from the Hendricks County Board of Health allowing Licensee to operate its business on the Effective Date, and from time to time as required by the Parks. Licensee shall indemnify and hold harmless the Parks from any and all claims or losses, including attorney fees, arising in any way out of Licensee's failure to maintain the proper certification from the Hendricks County Board of Health or any other licensing or permitting authority with respect to Licensee's business.
9. Licensee shall clean the Facility and any equipment used by Licensee at the end of each designated time period of Licensee's use of the Facility. Cleaning time is included in the reserved time period, so Licensee should allow time for cleaning. Licensee shall clean area according to the Terms and Conditions of Use and shall indemnify and hold harmless the Parks from any and all claims or losses, including attorney fees, arising in any way out of Licensee's failure to clean the Facility or return it to the condition it was in prior to Licensee's use.
10. Licensee may not make use of the Facility while Licensee or any of Licensee's employees, agents or invitees present at the Facility is ill, including, but not limited to, experiencing fever, flu, jaundice, vomiting, boils or lesions on hands, wrists, fingers, or other exposed body part, or diarrhea. Licensee shall not be entitled to use the Facility during any time period that Licensee or any of its employees, agents or invitees present at the Facility, or a person in the household of any of the foregoing, is diagnosed with, exposed to (including attending or working in a setting experiencing), or suspected of causing, any confirmed outbreak of Salmonellosis, Shigellosis, Escherichia Coli (E-Coli), Hepatitis A, or Norovirus. Licensee or its affected employee, agent or invitee, as the case may be, shall not thereafter enter the Facility until such person has demonstrated he or she is free of the disease, or the condition is otherwise resolved, to the satisfaction of the Hendricks County Board of Health. Licensee shall indemnify and hold harmless the

Parks from any and all claims or losses, including attorney fees, arising in any way out of Licensee's failure to comply with this Section 10.

11. Licensee may not use the Facility as a mailing address. The Parks will not accept mail or packages on behalf of Licensee.
12. Licensee agrees and acknowledges the violation of this Agreement, or the Terms and Conditions of Use, may result in termination of the Licensee's license to use the Facility without refund of any fee paid. This Agreement may be terminated by either party by written notice at any time, except that if the Agreement is terminated by Licensee prior to the end of a calendar month for which the License Fee has been paid, Licensee shall forfeit the remainder of the License Fee that has been paid for the month in which Licensee terminates this Agreement. Waiver of a term of this Agreement can be made only in writing, which explicitly expresses an intention to waive a provision of this Agreement, or of the Terms and Conditions of Use, by the party making a waiver.
13. Licensee may leave items, including food and equipment, at the Facility. Licensee will provide a list to the Parks of any and all equipment and food Licensee will be bringing to the Facility and shall note any equipment which Licensee intends to leave at the Facility. Licensee will be assigned a storage unit if available according to the list provided to the Parks and shall ensure Licensee's property is labeled and remains in the assigned storage unit when not in use. Licensee agrees and acknowledges that the Parks is not responsible for the loss of or damage to any property of Licensee's, including any property left at the Facility, and including any property parked on a parking lot owned or controlled by the Parks.
14. Licensee acknowledges that other licensee or invitees will have use of the Facility. Licensee agrees not to use or touch the property of another licensee or invitee without express written permission from that licensee or invitee.
15. Licensee agrees that if any of the Services require an additional fee (which fee will be posted and Licensee will be informed of prior to engaging the Service), Licensee shall make prompt payment of that fee.
16. Licensee shall carry insurance in such forms and in such amounts as the Parks shall from time to time require, including, but not limited to, liability insurance having coverage of at least seven hundred thousand dollars (\$700,000). On any insurance required by the Parks, Licensee shall name the parks as an additional insured as of the Effective Date and during any period in which Licensee makes use of the Facility and shall cause the Parks to be notified in the event of a lapse of any required insurance. Licensee's license to use the Facility shall be terminated immediately if Licensee is found not to carry the required insurance.
17. Licensee may not bring guests to the Facility without the express written permission of the Parks. Such permission will only be granted for a particular date and time, and not in general. No pets are permitted in the Facility, excepting service animals.

18. In addition to the specific indemnification requirements in sections 8, 9 and 10 of this Agreement, Licensee indemnifies, defends and holds harmless the Parks and its members, agents, owners, managers, licensees, successors, officers and representatives from and against any and all costs, expenses, liabilities and damages, including, without limitation, reasonable attorneys' fees, arising out of any third-party claim based upon (i) a breach by Licensee of any of its representations or warranties set forth in this Agreement or in the Terms and Conditions of Use; (ii) any relationship between Licensee and the third-party; (iii) any act or omission of Licensee or a guest of the Licensee; or (iv) a loss of property which Licensee or a guest of Licensee brings to the Facility. In the event of a claim that is subject to indemnification by Licensee under this Agreement, the Parks shall give prompt written notice of such claim to Licensee and give Licensee full control over the defense of such claim, provided that the Parks shall reasonably cooperate (at the Parks's expense) in the defense of such claim. The Parks shall have the right to participate in the defense of any such claim at its own expense with counsel of its own choice. Licensee shall not settle any claim that is subject to indemnification by Licensee hereunder without the Parks's prior written consent, which consent shall not be unreasonably withheld or delayed.
19. THE PARKS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR THE COMPLETENESS OR ACCURACY OF THE SERVICES AND/OR FACILITY. IN NO EVENT SHALL THE PARKS BE LIABLE TO LICENSEE OR TO ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR LOSS OR REDUCTION IN SERVICES, ARISING BY WAY OF CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT SHALL THE PARKS'S MAXIMUM LIABILITY HEREUNDER EXCEED THE AMOUNT PAID OR PAYABLE BY LICENSEE TO THE PARKS UNDER THIS AGREEMENT.
20. This Agreement and the parties' respective rights and obligations shall be governed by and construed and enforced in accordance with the laws of the State of Indiana, excluding its conflicts of laws principals. The parties, with respect to themselves and their property, consent to the exclusive jurisdiction and venue of the courts sitting in Hendricks County, Indiana in regard to any claim or dispute regarding this Agreement, the Facility, or the Terms and Conditions of Use.
21. In the event of any dispute between any of the parties arising out of or in connection with this Agreement or the breach or enforcement of this Agreement, including, but not limited to, Licensee's payment of fees due, the prevailing party in any action arising from such dispute, breach or enforcement shall be entitled to an award of reasonable attorneys' fees, costs of collection and suit and necessary disbursements in addition to whatever other relief the prevailing party may be awarded in connection with such dispute.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

Town of Pittsboro, Indiana, by and through the Pittsboro Parks and Recreation Department

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

Date: \_\_\_\_\_

\_\_\_\_\_ (Licensee)

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

Date: \_\_\_\_\_

**PITTSBORO PARKS AND RECREATION**  
**FACILITY LICENSE AGREEMENT**

**EXHIBIT A – FEE SCHEDULE**

<b>Hours per month</b>	<b>License Fee per hour</b>	<b>Utility Fee per month</b>
1-10	\$10	\$10
11-20	\$9	\$15
21-30	\$8	\$20
31-40	\$7	\$25
Over 41	\$6	\$30

Any fractional hour shall be rounded up to the next even hour. By means of example, and not limitation, should Licensee plan to use 10.5 hours, Licensee shall be billed as though Licensee will use 11 hours.

<b>Additional service or fee</b>	<b>Cost</b>
Freezer space	\$10 per month
Overage time	\$15 per hour, including any fractional hour
Dish cleaning	\$30 per incident
Use of other licensee's food or equipment	\$50 per incident, plus replacement cost
Use of storage unit	\$5 per month

Fee schedule is in force as of the Effective Date. The fee schedule may change upon a quarterly basis.

**EXHIBIT B**  
**TERMS AND CONDITIONS OF USE**