



**PITTSBORO PARKS AND RECREATION  
BUILDING USE LICENSE AGREEMENT**

This LICENSE AGREEMENT, is entered into, on the date written below, between the Town of Pittsboro, Indiana and its Board of Parks and Recreation (“Parks Board”) and the Town Council of Pittsboro, Indiana, (“Licensor”), and the person written below (collectively, “Licensee”) for the use of the facility(ies) identified below:

Initials

\_\_\_\_\_ Boy Scout of America Community Building (50 Park Place)

\_\_\_\_\_ American Legion Building (100 Legion Lane)

\_\_\_\_\_ Shelter House Kitchen (30 Legion Lane)

(the facility(ies) identified above are hereinafter referred to as the “Facility(ies)”)

For valuable consideration, the sufficiency of which is acknowledged, Licensor hereby grants a revocable limited license to use the Facility(ies) identified herein, and Licensee agrees to the following terms and conditions for use of the Facility(ies):

1. Licensee agrees to pay the fee for use of the Facility(ies) on the date(s) specified (“Usage Period”) for the purpose(s) stated on page 6.
2. Licensee agrees to observe all appropriate safety precautions and comply with all Rules for Use of Park Facilities (“Rules”) on page 4 as a condition for using the Facility(ies).
3. Licensee shall be responsible for clean-up of the Facility(ies) and surrounding grounds, which includes all items listed in the attached inspection report on page 4. The Facility(ies) must be cleaned and vacated by 11:00 p.m. unless otherwise authorized in writing by the Pittsboro Parks and Recreation Board or its designee.
4. Upon conclusion of the Usage Period the Facility(ies) will be inspected. If all Rules listed on page 4 have been complied with, and the License has not been violated in any way, the entire deposit will be refunded in check form by mail within 30 days of conclusion of the Usage Period to the person who executed this License.
5. If repair or additional cleaning is necessary due to the use, all or part of the damage deposit will be retained by the Town to pay for such cleaning or repairs. If damage occurs in excess of the \$100.00 deposit, Licensee will be responsible for and agrees to pay any costs of cleaning or repairs in excess of the \$100.00

deposit, plus the costs of collection, attorney fees and interest at the legal rate from the date the damage occurred.

6. Licensee represents and warrants that the person who signs below is at least 18 years of age.
7. **Under no conditions will alcohol be sold on the premises or allowed on any park property outside of the buildings.**
8. Licensee may be required to show proof of insurance.
9. Licensee shall not occupy the building before or after the Usage Period specified on page 6 of this License. Licensee shall use the Facility(ies) for the specific purpose, and may not transfer, convey or assign this License to any other person or entity.
10. Licensee hereby agrees to indemnify, defend (with counsel acceptable to the Parks Board) and hold the Parks Board, the Town of Pittsboro and their respective, agents, employees, officials, board members, managers, or other representatives, including, but not limited to, the Town of Pittsboro and its elected and appointed officials and employees (collectively the “Indemnified Parties”) harmless from and against any losses, damages, expenses, liabilities, claims, demands and causes of action (together with any reasonable legal fees and other expense occurred by the Indemnified Parties in connection therewith) resulting or alleged to have resulted directly or indirectly from, or in connection with, the use of the Facility(ies) by Licensee and/or any of its agents and guests, including, without limitation, any losses, damages, expenses, liabilities, claims, demands, and causes of action resulting or alleged to be resulting from injury or death of persons or damage to the Facility(ies) or the parking facilities or any other property of the Town of Pittsboro or the Parks Board, including, without limitation, damage to any vehicles using the parking facilities in connection with the event, Licensee agreeing that the Parks Board and Town of Pittsboro shall have no responsibility or liability therefore. For the avoidance of doubt, but without limiting the application of this paragraph, the indemnity provisions in this paragraph apply to any losses, damages, expenses, liabilities, claims, demands and causes of action arising from the use of alcohol by Licensee or its guests at the Facility(ies). **See also the attached Waiver which must be completed as a condition of use of the facilities.**
11. Licensee shall be entitled to use the Facility(ies) pursuant to this Agreement only on the date specified herein; provided, however, that the indemnifications contained in this Agreement shall survive the expiration of this Agreement. Licensee shall not use the Facility(ies) for any illegal or unlawful purpose. Any extension of the aforesaid rights shall require the Parks Board’s prior written approval.

12. The Facility(ies) is/are not equipped with telephones. At least **2** persons associated with Licensee must be equipped with a mobile phone for emergency purposes.
13. If Licensee has paid License Fees and wishes to cancel the date that was reserved, cancellation must be reported to the Parks and Recreation Board, or its designee, at least 12 days prior to reserved date. Failure to comply will result in a loss of \$50.00 of the damage deposit.
14. *This signed License Agreement with receipts attached must be shown to the Parks and Recreation Board or its designee at the time you are given the key to the building.*

**Please read page 4 in its entirety for building rules!**

## RULES FOR USE OF PARK FACILITIES AND BUILDING INSPECTION REPORT

Licensee agrees to the following Rules as a condition for the use of the Facility(ies). The Facility(ies) will be inspected by authorized personnel after each rental. The amount of deposit refunded will be determined and reported to the Town Hall, where the deposit will be refunded within 30 days following the Usage Period. All of the following conditions must be met to receive a complete refund of deposit. An “X” on the item indicates the Rule was not complied with by Licensee.

- \_\_\_\_\_ Licensee will conduct the function in a safe, careful, reputable and lawful manner, and shall be responsible for the actions and conduct of their guests. If any activity involves persons under the age of 21, adult supervision must be present.
- \_\_\_\_\_ Persons age 15 and under are not permitted to be in concession stand buildings or any kitchen facilities in the Facility(ies), unless authorized in writing by the Parks and Recreation Board or its designee.
- \_\_\_\_\_ No decoration used on or suspended from ceiling, duct work or light fixtures.
- \_\_\_\_\_ No tape, tacks, staples, nails or any type of fasteners are to be used on interior or exterior walls, woodwork, doors, windows, etc. Painters tape to hang papers or pictures on walls is acceptable.
- \_\_\_\_\_ All items not belonging to the Facility(ies) are to be removed, including any outdoor signs at building, park entrance or direction signs on roadways. Any directional signs on roadways must comply with Town ordinances.
- \_\_\_\_\_ Wipe tables and chairs clean and return to proper racks. If tape is used on tables it is to be removed. Chairs **must** be hung properly in racks.
- \_\_\_\_\_ Floor swept (wall to wall) and cleaned free of spills, etc.
- \_\_\_\_\_ All appliances cleaned and emptied.
- \_\_\_\_\_ Stove and oven turned off, no water running and lights turned out when leaving the Facility(ies).
- \_\_\_\_\_ When leaving the building set thermostat at 60° in cold weather and 72° in warm weather. Always leave thermostat set on “ON”.
- \_\_\_\_\_ Pick up trash around Facility(ies).
- \_\_\_\_\_ All trash is to be bagged and tied. Place bags at back of Facility(ies) in green containers. Park dumpsters are not to be used. Do not use indoor trash containers without bags.
- \_\_\_\_\_ If Facility(ies) is/are used for a garage sale, flea market or similar activity there shall be absolutely no articles left in the Facility(ies), in green containers, dumpsters or anywhere on park property.
- \_\_\_\_\_ No damage to Facility(ies) or equipment.
- \_\_\_\_\_ No duplication of keys is to be made without authorization from Rental Officer, Park Superintendent or Park Board.
- \_\_\_\_\_ All doors and windows must be shut and locked upon leaving Facility(ies).
- \_\_\_\_\_ ***LEAVE THIS LICENSE AGREEMENT AND KEYS INSIDE FACILITY UPON LEAVING.***

Additional comments by inspector: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_.

*Failure to conform to these conditions may result in free privileges being revoked.*

**THANK YOU**

\_\_\_\_\_  
Inspector

\_\_\_\_\_  
Date inspected

Licensee agrees to use the Facility(ies) identified above for the purpose of \_\_\_\_\_.

**Usage Period**

**Initials**

\_\_\_\_\_ Usage Period will begin (month, day, yr.) \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_ Usage Period will end (month, day, yr.) \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_ The building is to be cleaned and vacated by **11:00 p.m.** on this date.

**License Fees**

**\$150.00 rental fee Scout Building (50 Park Place) plus \$100.00 deposit.**

**\$175.00 rental fee Legion Building (100 Legion Lane) plus \$100.00 deposit.**

**\$25.00 additional fee for early set-up on day prior to rental (not before 7:00 p.m.), which must be approved by Park Board member when Usage Period is set.**

**\$50.00 fee plus \$100.00 deposit for all non-profit organizations in Town for use of each Facility.**

**\$75.00 fee plus \$100.00 deposit for all out-of-town non-profit organizations for use of each Facility.**

**Licensee**

**I, THE BELOW IDENTIFIED LICENSEE, HAVE READ, UNDERSTAND AND AGREE TO ABIDE BY ALL PROVISIONS OF THIS LICENSE.**

Organization Name \_\_\_\_\_

Licensee's Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

\_\_\_\_\_

Phone Numbers \_\_\_\_\_

Licensee's Signature \_\_\_\_\_

**License Fees and Deposits Received**

Rental Fee \$ \_\_\_\_\_

Initials \_\_\_\_\_

Deposit \$ \_\_\_\_\_

Initials \_\_\_\_\_

**Licensor**

Town of Pittsboro and Board of Parks  
and Recreation:

BY: \_\_\_\_\_  
Printed Name and Title

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

## Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, which causes the disease COVID-19, has been declared a worldwide pandemic by the World Health Organization. The coronavirus is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects and through the air.

People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment or cure for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

The Town of Pittsboro cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while using or attending any Town of Pittsboro Facilities. It is not possible to prevent against the presence of the disease. Therefore, if you choose to use the Town's buildings and facilities and/or enter onto the Town's Facilities or buildings you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

**ASSUMPTION OF RISK:** I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself in order to utilize the Town's Facilities and buildings. These services are of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize the Facilities and buildings in person.

**WAIVER OF LAWSUIT/LIABILITY:** I hereby forever release and waive my right to bring suit against the Town of Pittsboro and its officials, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing the Town of Pittsboro events, services and premises [. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

**CHOICE OF LAW:** I understand and agree that the law of the State of Indiana will apply to this contract.

**I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.**

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

Name (printed): \_\_\_\_\_