

**VILLAGE OF SHAWNEE HILLS COMMUNITY PAVILION USE AGREEMENT**

This Village of Shawnee Hills Community Pavilion Use Agreement (“Agreement”) is made and entered into the date last executed below, by and between, the Village of Shawnee Hills (“Village”), an Ohio municipal corporation, with its principal place of business at 9484 Dublin Road, Shawnee Hills, Ohio, and \_\_\_\_\_ (“Grantee”).

**RECITALS**

- A. The Village owns and maintains a community pavilion (the “Pavilion”) located adjacent to the Shawnee Hills Police Department and children’s playground. The Village intends for the Pavilion to be used for year-round recreation and enjoyment by Village residents.
- B. Grantee wants to use the Pavilion for the sole purpose of \_\_\_\_\_.
- C. With this Agreement, the Village wants to grant Grantee use of the Pavilion under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and Grantee agree as follows:

- 1. **The Event.** The Village grants Grantee permission to use the Pavilion subject to the rules, regulations, guidelines, terms, conditions, and agreements set forth herein.
- 2. **Fees and Security Deposit.** Grantee shall pay a one-time fee of \$\_\_\_\_.00 per day to use the Pavilion (“Usage Fee”). Grantee also shall pay a refundable security deposit of \$\_\_\_\_.00 (“Security Deposit”). The payment of the Usage Fee and Security Deposit is a condition precedent to any use of the Pavilion. The Security Deposit will be applied to any cost of repairs made necessary due to the activities of Grantee, or its invitees, at the Pavilion. Once that deduction is made, all further portions of the Security Deposit shall be returned to Grantee within sixty (60) days after the expiration of this Agreement.
- 3. **Term.** This Agreement shall be for so long as the Grantee is hereby granted to use the Pavilion, from: \_\_\_\_\_ a.m./p.m. on the \_\_\_ day of \_\_\_\_\_, 2018, until \_\_\_\_\_ a.m./p.m. to on the \_\_\_ day of \_\_\_\_\_, 2018.
- 4. **Insurance.** If the Village requires Grantee to secure a policy of insurance for its use of the Pavilion, Grantee shall not use the Pavilion until it has provided evidence satisfactory to the Village of the insurance required under this Agreement as to limits, form, and amount. Grantee is required to obtain and maintain for the period

of this Agreement comprehensive general liability insurance and excessive liability insurance. The policy or policies of insurance shall name the Village as additional named insured on Grantee's general liability policy and excess liability policy, and Grantee shall indemnify and hold harmless the Village, its officials (elected and appointed), employees, agents, representatives, attorneys, and insurers from any and all claims and damages arising out of the involvement or participation in the events described herein at the Pavilion.

The insurance coverage required to be maintained by Grantee hereunder shall include a broad form contractual liability endorsement and an endorsement providing that the insurance provided to the Village and that any insurance maintained by the Village is in excess of and not contributing with the insurance required to be maintained by Grantee hereunder. Further, the insurance coverage required to be maintained by the Grantee hereunder shall be not less than \$1,000,000 for bodily injury, property damage and personal injury liability. As evidence of coverage, the Village is to receive a Certificate of Insurance on a form satisfactory to the Village setting forth the type of the coverage, the limits of liability, the name of the insurance carrier, policy number and the date of expiration of the coverage required to be maintained by the Village hereunder. Such Certificate shall confirm that each carrier shall provide at least ten (10) days written notice to the Village prior to cancellation or material change of coverage. The insurance company providing the coverage required to be maintained by Grantee hereunder shall be licensed to do business in the State of Ohio.

- 5. Indemnification, Waiver, and Release.** In addition to, and not in limitation of, anything herein or hereafter provided in this Agreement, Grantee shall indemnify, hold harmless, and defend the Village, its officials (elected and appointed), employees, agents, representatives, attorneys, insurers, successors and assigns (hereinafter collectively referred to as the "Indemnified Parties" and individually as an "Indemnified Party") from and against, and also shall release and waive any Indemnified Party from and against, any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, costs, and expenses (including, without limitation, reasonable attorney's fees) related to, or arising from:
- (A) the use of the Pavilion by Grantee or by any person or entity acting on behalf or, together with, or at the direction of Grantee;
  - (B) the use of the Pavilion by any participant, spectator, invitee, or any other individual or entity on or about the Pavilion because of, or related to, the use of the Pavilion under this Agreement;
  - (C) any activity, work, or thing done or permitted by Grantee on or about the Pavilion.

If any action or proceeding is brought against an Indemnified Party by reason of any of the foregoing (A) through (C), Grantee, upon written notice from such

Indemnified Party, shall defend the same at Grantee's sole expense, with counsel selected only by the Village.

**6. Obligations of Grantee.** Grantee is responsible for complying with the following conditions. Grantee shall:

- (A) Maintain discipline at the Pavilion at all times.
- (B) Use and occupy the Pavilion in a safe and proper manner.
- (C) Make certain all participants and invitees maintain the smoke free, alcohol free, and firearm free regulations that govern the Pavilion.
- (D) Comply with all valid and applicable laws, ordinances, rules, regulations, requirements, and orders of any governmental authority concerning use and occupancy of the Pavilion.
- (E) Keep the Pavilion free of nuisance(s).
- (F) Use and occupy the Pavilion only for the activities set forth in this Agreement.
- (G) Be responsible for any damage(s) to the Pavilion caused by its employees, agents, representatives, invitees, participants and/or their guests.

**7. Clean-Up.** Grantee agrees to clean the Pavilion and remove all trash, equipment and debris from the Pavilion and its surrounding area before expiration of this Agreement. Grantee understands and agrees to leave the Pavilion in the same condition as when Grantee arrived on site.

**8. Inherent Risks.** Grantee understands and acknowledges that participation in any physical activity, including but not limited to the use of playground equipment, exercise equipment, trampoline, bounce houses and/or any other inflatable games and devices that Grantee brings to the Pavilion and any other physical activity occurring on or about the Pavilion entail known and unknown risks that could result in physical or emotional injury, paralysis, death, or damage to Grantee, the Pavilion, or Grantee's employees, agents, representatives, invitees, participants or their guests.

By executing this Agreement, Grantee specifically accepts for itself and its employees, agents, representatives, invitees, participants or their guests all risks associated with its use of the Pavilion and/or any playground equipment, exercise equipment, trampoline, bounce houses and/or any other inflatable games and devices that Grantee brings to the Pavilion. Grantee understands and agrees to accept the Pavilion "as is". Furthermore, Grantee acknowledges the Village does not make any warranties, express or implied, to the Pavilion.

**9. Use Meetings.** If the Village requests, Grantee and the Village shall meet prior to

the start of the scheduled activities to inspect the Pavilion. If the Village requests, Grantee and the Village agree to meet immediately after the scheduled activities to inspect the Pavilion. Grantee understands and agrees to repair, at its sole cost and expense, all damages caused by Grantee, its officials, employees, agents, representatives, invitees, participants, and/or anyone using or visiting the Pavilion for any activity conducted under this Agreement.

10. **Improvements.** Any and all improvements, alterations, or additions made to the Pavilion by either the Village or Grantee, including, but not limited to, all equipment, signs and fixtures added to the Pavilion during Grantee's use, the same shall either be and remain a part of the real estate at the sole option of the Village, or the Village may require Grantee to remove the same or a portion thereof, with such removal to be accomplished at Grantee's sole cost and expense, promptly and in a good and workmanlike fashion, with any damage caused thereby being repaired immediately by Grantee.
11. **Village Access.** The Village, its officials (elected and appointed), employees, agents, representatives, attorneys, and assigns reserve the right to enter into and upon the Pavilion, at any time and in any manner deemed reasonable by the Village, for the purposes of inspecting and examining the Pavilion.
12. **Assignment.** This Agreement may not be assigned by Grantee.
13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without reference to the selection of the forum or the principles of conflicts of law. Venue and jurisdiction for any dispute arising out of this Agreement shall be filed only in the Court of Common Pleas of Delaware County, Ohio or the United States District Court for the Southern District of Ohio, Eastern Division.
14. **Miscellaneous.** The terms and conditions of this Agreement shall supersede the terms and conditions of any other agreement, whether oral or written, between Grantee and the Village, relating to the subject matter of this Agreement. This Agreement constitutes the entire agreement between Grantee and the Village. This Agreement may be executed in multiple counterparts, each of which is identical and each of which shall be deemed to be an original; and all such counterparts together shall constitute but one instrument. Neither this Agreement nor any provision hereof may be amended, modified, waived, discharged, or terminated orally, but only by an instrument in writing duly signed by or on behalf of Grantee and the Village. If a term or provision of the Agreement is determined by a court of competent jurisdiction to be unenforceable or illegal, said term or provision shall be severed and the remaining terms and provisions of the Agreement shall remain valid and enforceable.

**Village of Shawnee Hills, Ohio**

**Grantee**

By: \_\_\_\_\_  
Its: Village Administrator  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: Fiscal Officer  
Date: \_\_\_\_\_

APPROVED:

Approved as to form



\_\_\_\_\_  
Brian M. Zets  
Village Solicitor