



TOWN OF LEO-CEDARVILLE, INDIANA

13909 Pony Express Run | P.O. Box 408  
Leo, IN 46765  
260-627-6321 office |

CEDARVILLE PARK BUILDING LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made between the Town of Leo-Cedarville, Indiana. (“THE TOWN”) and \_\_\_\_\_ (“LICENSEE”).

IN CONSIDERATION of the mutual promises and undertakings expressed herein, the parties agree:

USE OF THE PARK BUILDING. THE TOWN grants LICENSEE exclusive use of the Leo-Cedarville Park Building (“PARK BUILDING”) beginning on the following date: \_\_\_\_\_ at \_\_\_\_\_ and ending on \_\_\_\_\_ at \_\_\_\_\_.

THE TOWN reserves the right exclude or prohibit any activity that would violate federal, state or local law, would violate park rules or Leo-Cedarville Park Board (“PARK BOARD”) policies, would pose an unreasonable risk of injury to person or damage to property, would threaten the public health, safety, or welfare, or would interfere with the general public’s ability to use the restrooms, trails, benches, outlying picnic tables, parking areas, play structure or other public areas of the park.

LICENSEE agrees to use the PARK BUILDING for the following purposes and no other, which hereinafter shall be referred to as “EVENT”

1. PAYMENT: Payment must be received in full upon receipt of this contract. Payment may be made in cash, credit card or check or money order. This contract will not be executed if payment is not received in full. Credit card transactions are charged a non-refundable service fee of 3%, regardless of cancellation.

2. PARKING DURING EVENTS: LICENSEE and its guests shall utilize the same public parking spaces available to the public at large on a first come first serve basis. NO driving or parking is allowed on the grassy areas of the PARK BUILDING. LICENSEE shall be liable for all damages to the grass or landscaped areas of the PARK BUILDING if the LICENSEE or its guests violate this provision. No street parking is allowed outside of marked parking spaces.

3. LAWS & REGULATIONS: LICENSEE shall comply with all applicable federal, state, and local laws and regulations and all PARK BOARD rules pertaining to the use of the PARK BUILDING. The EVENT shall at all times shall comply with the Leo-Cedarville Noise Ordinance. NO BANDS OR EXCESSIVE NOISE WILL BE ALLOWED BEFORE 7:00 A.M. OR AFTER 10:00 P.M.

4. EXTENDED OCCUPANY: LICENSEE shall not occupy the PARK BOARD before or after the dates and times of this agreement.
5. INDEMNIFICATION: LICENSEE shall indemnify and hold harmless THE TOWN, and all of its boards, employees, officers, agents, and assigns from any and all claims, liabilities, damages, obligations, costs, and expenses (including reasonable attorney's fees) arising or resulting directly or indirectly from any acts, errors or omissions of LICENSEE or its agents, contractors, guests, or patrons in the operation, use or occupancy of the PARK BUILDING or any part thereof.
6. ALCOHOLIC BEVERAGES: Alcohol shall not be served or consumed in the PARK BUILDING unless LICENSEE has a valid permit or license granted by the Alcoholic Beverage Commission. LICENSEE shall provide a copy of such permit or license to THE TOWN no later than 10 days prior to the EVENT.
7. FIRES AND GRILLS: Open fires are not permitted anywhere within or near the PARK BUILDING. Any grill used by LICENSEE must be approved by the Park Administrator prior to the rental and may only be used on concrete in a designated area a safe distance from any structure.
8. THE PARK BUILDING: LICENSEE cannot prohibit public access and use of restrooms, trails, benches, outlying picnic tables, parking areas, or play structure.
9. DECORATIONS AND STRUCTURES: The use of confetti or other decorations similar in nature and size are not permitted. Decorations may be used so long as they are not placed or fastened in any method that leaves a mark or residue. All tables and chairs must be placed in their original location at the end of the rental time. HELIUM balloons are NOT PERMITTED inside the PARK BUILDING.
10. RECREATIONAL EQUIPMENT: Carnival rides, moonwalks, bounce houses, trampolines or any other recreational equipment are not permitted.
11. SALES AT THE PARK BUILDING: LICENSEE shall request written approval of the PARK BOARD to sell any items on park property. Approval shall be granted at the discretion of the PARK BOARD.
12. CLEANUP: LICENSEE shall cleanup the designated area at the conclusion of the EVENT. LICENSEE shall follow the cleanup checklist provided at the PARK BUILDING. An inspection of the area will be completed by THE TOWN. If additional cleanup or removal of LICENSEE'S items is required by THE TOWN, LICENSEE shall be responsible for charges incurred for additional cleanup at the rate of \$25.00/ hour.
13. REMEDIES: In the event that LICENSEE breaches any term of this agreement, THE TOWN shall be entitled recover its actual costs incurred to enforce or set aside this agreement, including but not limited to attorneys' fees, expenses, filing fees, and litigation costs (including deposition costs, legal research fees, witness fees, expert witness fees, mediation costs and other costs related to discovery) in addition to any damages or equitable relief to which the Town may be entitled.
14. BUILDING ACCESS - LICENSEE will pick up a key from Town Hall 13909 Pony Express Run Leo-Cedarville, IN. Key is to be returned the next day through the drop box at Town Hall. Failure to return the key will result in LICENSEE being charged the actual cost for changing the locks and replacing the keys plus an administrative charge of \$30.00.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set opposite their signatures.

LICENSEE (print): \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

City

State

Zip Code

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

TOWN OF LEO-CEDARVILLE, INDIANA

Representative of Town: \_\_\_\_\_

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

PAYMENT INFORMATION:

RENTAL INFORMATION

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

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

Half Day am / pm or Full Day \_\_\_\_\_

TOTAL PAID \$ \_\_\_\_\_

Check # \_\_\_\_\_ Cash \_\_\_\_\_ Credit Card \* \_\_\_\_\_ Money Order \_\_\_\_\_

\* There is non-refundable fee of 3% for payments made by credit card.

CANCELLATION POLICY – Rentals cancelled 30 DAYS or more in advance of the rental date will be receive a full refund. No refunds are given for cancellations less than 30 days before the rental date unless THE TOWN is able to execute a license agreement with another party for the time period in which the LICENSEE’S cancelled event was to occur. **Helium Balloons are not allowed inside the Pavilion due to the labor of removing them and the damage to the ceiling fans. Please sign below that you have read this and agree to NOT having helium balloons in the Leo-Cedarville Pavilion. \$35.00 will be charged for the removal of any helium balloons and any damage to the ceiling fans will be charged to the renter.**

I have read the above and agree to its terms. Renter: \_\_\_\_\_

TOWN OF LEO-CEDARVILLE

PARKS DEPARTMENT  
CREDIT CARD AUTHORIZATION FORM

The undersigned Card Holder, hereby authorizes the Town of Leo-Cedarville, to retain the following credit card information as security against damage to the Leo-Cedarville Park Building in conjunction with the Card Holder's rental of the Park Building. I understand that the Town will keep this information confidential, and will not copy or keep any other record of this information.

I understand that the Town is storing this information in lieu of a cash security deposit. The Town will only charge the credit card identified on this form in the event of:

- 1) damage to the facility, or
- 2) if cleaning arising out of my rental of the Park Building, or
- 3) if there is a failure to return the key.

In such event, the Town will only charge the card for the amount necessary to cover the cost of the cleaning or the cost of the repair, up to but not exceeding \$150.00 (this is not a limit on my potential liability, but only a limit on what the Town will charge to the credit card). If such a charge is necessary, I will receive a notice and an itemization of the damages/cleaning costs and the charge made.

| CREDIT CARD INFORMATION   |      |                  |             |                  |
|---|------|------------------|-------------|------------------|
| Card Type   | Visa | Master Card      | Discover    | American Express |
| Credit Card Number: _____   |      |                  |             |                  |
| Exp. Date: _____  |      | CVV2 Code: _____ |             |                  |
| Billing Address: _____  |      |                  |             |                  |
|   |      | City             | State       | Zip Code         |
| Name as it appears on Card: _____   |      |                  |             |                  |
| The above credit card information will be kept confidential, and will not be copied, duplicated or electronically stored. At the completion of this transaction, the TOWN will destroy this record, or will return in to me at my request.  |      |                  |             |                  |
| PAYMENT AUTHORIZATION   |      |                  |             |                  |
| I _____, confirm that I am an authorized user of the credit card identified above. I hereby authorize the Town of Leo-Cedarville Clerk-Treasurer to process a charge against the above identified credit card in an amount necessary to repair any damage to the Leo-Cedarville Park Building or any appurtenant structures, equipment, and property arising out of my rental of the Park Building, up to but not exceeding \$150.00. |      |                  |             |                  |
| Signature: _____  |      |                  | Date: _____ |                  |

## CEDARVILLE PARK BUILDING FEE SCHEDULE:

| Rates:                 | FEE  |
|------------------------|--|
| Monday – Thursday      | Resident: \$130.00<br>Non-Resident: \$160.00 |
| Partial days           |  |
| Fri/Sat/Sun & Holidays | Resident: \$250.00<br>Non-Resident: \$290.00 |
| Full Days:             |  |
| Fri/Sat/Sun & Holidays | Resident: \$450.00<br>Non-Resident: \$500.00 |
| PARTIAL DAY TIMES:     | 7:00 am – 2:00 pm or 4:00 pm – 10:00 pm      |
| FULL DAY TIMES:        | 7:00 am – 10:00 pm                           |

HOLIDAYS: New Year's Eve, New Year's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Christmas Eve, Christmas Day.

*Effective 1/1/2023-*