

\$500.00 deposit

TOWN OF BOONSBORO  
SHAFER PARK EVENT USE AGREEMENT

This SHAFER PARK EVENT USE AGREEMENT, is made and entered into as of April 28, 2017 by and between Boonsboro Ambulance Company, a non-profit organization (ORGANIZATION), and the Town of Boonsboro (TOWN).

WHEREAS, the Town has areas of Shafer Park available for large events that attract tourists and community members alike to the Town; and

WHEREAS, the Town allows for non-profit organizations to request to use portions of Shafer Park for an extended period of time, based upon a first come, first serve basis, to host a community wide event open to anyone in the community; and

WHEREAS the Organization has requested to use the Main Street portion of Shafer Park to host THE GREAT BOONSBORO CARNIVAL from May 26th to June 3<sup>rd</sup>, 2017.

NOW, THEREFORE, in consideration of the premises and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the TOWN and ORGANIZATION hereby agree as follows:

1. Term of Agreement. This agreement shall terminate by its own terms on the 17th day of June, 2017;

2. Use of Premises and Schedule.

The TOWN, grants approval to the ORGANIZATION, use of the following areas of Shafer Park:

Main Street portion of Shafer Park including all pavilions and restrooms, fields, and courts from the western portion of the stream

The ORGANIZATION shall be entitled to use the approved areas as detailed below to the exclusion of other persons or entities. Use of all Town facilities will operate during the regular hours of the park (dusk until dawn), unless otherwise agreed to by the Town:

| Day(s)    | Date  | Time  |
|-----------|-------|-------|
| Sunday    | _____ | _____ |
| Monday    | _____ | _____ |
| Tuesday   | _____ | _____ |
| Wednesday | _____ | _____ |
| Thursday  | _____ | _____ |
| Friday    | _____ | _____ |
| Saturday  | _____ | _____ |

3. Rules and Regulations for Operating & Maintaining the Premises. The rules and regulations for maintaining and operating the Premises shall be as follows:

a. **CONTACT PERSON-** ORGANIZATION must designate a representative adult(s) to be present during each day of the scheduled event. ORGANIZATION shall provide names and contacts to the Town one-week prior to the start date of the event.

b. **ALCOHOL USE**- Alcoholic beverages are not permitted on park premises, unless the Mayor and Council of the Town approve.

c. **VEHICLE USE**- Driving, operating, or parking any motor vehicle on the fields, with the exception of setting up equipment and/or food trucks, is prohibited. In case of medical emergencies, only emergency vehicles will be allowed on the park. Only designated parking areas shall be used for parking.

d. **NOISE**- Loudspeakers and/or amplified sound equipment must be reasonably used and be compatible with the residential neighborhood. Requests from TOWN to reduce volume must be honored.

e. **TRASH AND RECYCLING** - ORGANIZATION is responsible for providing trash and recycling collection and hauling. TOWN shall provide trash and recycling receptacles for the ORGANIZATIONS' use. If additional trash and/or recycling is accumulated that does not fit into the provided receptacles, the ORGANIZATION is responsible for removing the excess trash/recycling. Failure to pick up trash and recycling, or to empty trashcans and recycling containers, may result in a maintenance fee being assessed.

f. **COMMUNITY AWARENESS** - At the conclusion of evening events, all spectators and participants must leave the park quickly and quietly.

g. **FACILITIES** –

**RESTROOMS**: TOWN is to provide supplies and materials for restrooms. TOWN shall provide access to the park public restroom facilities during regular park hours (dusk to dawn). ORGANIZATION will clean restrooms each day of the event. ORGANIZATION will notify TOWN of any damage or breakage immediately. TOWN will repair any damage and may bill ORGANIZATION depending on the type of damage.

**PAVILIONS**: TOWN will provide pavilions for use during the event. ORGANIZATION shall be billed for any damages.

**OTHER IMPROVEMENTS**: ~~TOWN~~ **ORGANIZATION** will repair any damages that occur to curbing, blacktop, downspouting, lights, playground, fields, fences etc. ORGANIZATION ~~shall be billed for the repair.~~ <sup>will ~~not~~ work directly with the contractor</sup> No improvements shall be made without TOWN's prior approval. Any request to modify or improve the park shall be submitted for review by TOWN. No permanent structure or equipment shall be erected on Town facilities unless approved by TOWN and dedicated for community use.

**INSPECTIONS**: TOWN will schedule an inspection of the areas upon completion of the use. Any damage, other than normal wear and tear and those listed above, must be corrected as specified by TOWN. ORGANIZATION shall provide all labor and materials to correct such damage, or pay TOWN to have damage corrected.

j. **FENCING**- Any portable fences must be approved by TOWN prior to installation and must be removed by ORGANIZATION within one week following the term of this agreement, or TOWN may remove and bill actual costs to ORGANIZATION.

4. **Banners & Signage**. TOWN has separate regulations governing the display of temporary advertising banners (including sponsor banners). If ORGANIZATION wishes to display banners on TOWN property, prior approval must be obtained from the Town.

5. **Storage**. Storage units may be placed with permission from the staff and consensus from the Park Board only. Storage units must be in good condition at all times and any vandalism or damage must be repaired immediately. ORGANIZATION must maintain the storage unit in a clean manner at all times. TOWN assumes no liability or responsibility for any equipment stored in units. No equipment may be left out on fields or outside storage units unless approved.

6. **Insurance**. Unless specifically waived or covered by the Town, ORGANIZATION shall maintain a policy of liability insurance with an insurance carrier approved by the Town in the amount of at least \$1,000,000.00 per occurrence to insure against liability for personal injury, death or property damage arising out of, or relating in any way to, either directly or indirectly, the ORGANIZATION's use and maintenance of the Premises, including the preparation and sale of food items, merchandise, and structures and facilities the User is responsible to

construct and/or maintain. The Town shall be named as an additional insured on any such policy, and the ORGANIZATION shall provide to the Town, as part of this signed license agreement, and attached as exhibit C, a certificate of insurance or other appropriate documentation to evidence such insurance coverage. ORGANIZATION shall be solely responsible for obtaining any desired insurance coverage to insure against damage to ORGANIZATION's personal property or other personal property not owned by the Town.

Insurance Policy \_\_\_\_\_ Carrier \_\_\_\_\_ Policy# \_\_\_\_\_

Covered by Town \_\_\_\_\_ Carrier \_\_\_\_\_ Policy# \_\_\_\_\_

Waived by Town \_\_\_\_\_ Reason waiver not required: \_\_\_\_\_

TOWN shall maintain insurance on buildings and structures on the Premises in the same manner and in similar amounts as it maintains on other similar Property owned by the Town. Regardless of whether the Town does or does not maintain such insurance, the Town shall not be obligated to repair or replace any such building or structure or to incur any cost in excess of any existing insurance coverage.

**7. Assignment, Liens and Encumbrances.** ORGANIZATION may not assign this Agreement, or permit any other person or organization to utilize the Premises under the Authority of this Agreement, without the prior written approval from the Town.

**8. Indemnification and Hold Harmless.** ORGANIZATION shall indemnify, defend and hold harmless the Town, its officers, officials, employees, and agents from and against any and all claims, demands, suits, liabilities, damages, losses and expenses resulting from or in any way arising out of the use of the Premises by the ORGANIZATION, its agents, servants, volunteers, participants, or employees, which causes, directly or indirectly, any bodily injury, illness, death or other damage to any persons or any property, including, but not limited to the property of the Town.

**9. Release.** ORGANIZATION shall be responsible for the care and maintenance of any of its personal property which it may use, place, maintain or store on the Premises. Town shall not be responsible for any loss, damage, or injury which may result from or in any way relate to ORGANIZATION's use of the Premises, and user hereby releases Town from and against such liability. ORGANIZATION shall be responsible for advising its employees, volunteers, and participants of the terms of this Release and indemnification provisions of paragraph 8.

**10. Damage to Premises.** ORGANIZATION shall be responsible for any loss, injury or damage to the Premises, or any portion thereof, or contents being used which is caused, in whole or in part, by the negligence or intentional act of ORGANIZATION or its agents, employees, volunteers, participants, or guests. In the event that any such damage occurs, ORGANIZATION shall promptly either repair or replace the damaged property in a manner as determined by the Town and at the sole expense of the ORGANIZATION.

**11. Penalties.** Should ORGANIZATION not comply with the above provisions, TOWN may revoke the right to use the premises as previously agreed upon and shall have right to reject any future agreements for events.

**12. Water Usage.** ORGANIZATION shall contact Greg Huntsberry to install Water Meter. All water used shall go through the meter. Water usage will be billed to the CONTRACTOR OF THE ORGANIZATION.

**13. Fire Police.** Fire police will be at the event for approximately 15 hours. ORGANIZATION AND TOWN will coordinate contribution of the donation.

**WITNESS** the hands and seals of the parties hereto agree upon the above terms this date and year above written.

**ATTEST:**

\_\_\_\_\_  
Town Clerk

**TOWN OF BOONSBORO**

By: \_\_\_\_\_ (Seal)  
Town Manager

**WITNESS:**

\_\_\_\_\_

**ORGANIZATION**

\_\_\_\_\_ (Seal)  
Organization

\_\_\_\_\_  
Organization Head Contact Signature

\_\_\_\_\_  
Organization Head Contact & Title (Printed)