

**VILLAGE OF MILLERSBURG
PARKS AND PUBLIC FACILITIES USE AGREEMENT**

This Parks and Public Facilities Use Agreement ("**Agreement**") is entered into as of the date last signed below (the "**Effective Date**"), by and between the **Village of Millersburg, Ohio**, a municipal corporation organized under the laws of the State of Ohio ("**Village**"), and the person, organization, or entity identified below ("**User**").

SECTION 1. IDENTIFICATION OF PARTIES AND FACILITY

1.1 User Information.

Name / Organization: _____

Contact Person (if entity): _____

Address: _____

Phone: _____ Email: _____

1.2 Facility and Designated Area.

Park / Facility: _____

Designated Area of Exclusive Use (describe with specificity, attach map if helpful):

1.3 Event Description.

Nature / Purpose of Event: _____

Expected Number of Attendees: _____ Admission / Entry Fee Charged: No Yes

Date(s) of Use: _____ Start Time: _____ End Time: _____

Structures, Equipment, or Vendors Planned:

SECTION 2. GRANT OF USE; NATURE AND LIMITATIONS

2.1. Subject to the terms and conditions of this Agreement and any applicable Village ordinances, policies, and regulations, the Village hereby grants to User a limited, revocable, non-exclusive license to use the Designated Area described in Section 1.2 on the date(s) and times set forth in

Section 1.3 for the sole purpose of the event described therein. This Agreement does not create a lease, easement, or any other property interest in favor of User.

2.2. The grant of use under this Agreement applies only to the Designated Area. Nothing in this Agreement restricts, limits, alters, or otherwise affects the rights of any other person or group to access, use, or enjoy any other area of Village-owned parks, facilities, or public property. The Village's grant of use for a Designated Area to User does not create any rule, barrier, or restriction with respect to any other portion of Village property, and no other person's or group's right to assemble, to engage in expressive activity, to exercise free speech, or otherwise to access public property is diminished in any way by this Agreement. The Village expressly reserves all authority over its public spaces, and this Agreement shall not be construed to exclude or deter any lawful activity in areas beyond the Designated Area.

2.3. This Agreement does not confer any exclusive or preferential rights for future use of Village parks or facilities. The Village retains full authority over its parks and facilities and may accommodate multiple events and uses simultaneously in different areas of any facility.

2.4. User shall not sublicense, assign, or transfer any rights under this Agreement without the prior written consent of the Village Administrator or their designee.

SECTION 3. FEES

3.1. There is no fee charged by the Village for use of the Designated Area under this Agreement. The Village's decision not to charge a fee is not a representation of sponsorship, endorsement, affiliation, or approval of User's event, activities, or organization, and does not create any financial or other obligation on the part of the Village.

SECTION 4. USER'S RESPONSIBILITIES

4.1. Care of Property. User shall use the Designated Area with reasonable care and shall be responsible for any damage to Village property—including grounds, landscaping, structures, equipment, and fixtures—arising from or related to User's use. User shall promptly report any pre-existing damage or hazardous conditions to the Village prior to the start of the event.

4.2. Cleanup. User shall leave the Designated Area in the same or better condition as it was found. User shall remove all trash, debris, decorations, equipment, and personal property from the Designated Area no later than the end time specified in Section 1.3, or as otherwise agreed in writing with the Village. The Village reserves the right to perform cleanup at User's expense if User fails to do so, and User shall reimburse the Village for all reasonable costs incurred within thirty (30) days of the Village's written demand.

4.3. Compliance with Law. User shall comply with all applicable federal, state, and local laws, ordinances, regulations, and Village policies in connection with the use of the Designated Area, including but not limited to fire safety codes, noise ordinances, and any permit requirements. User shall obtain, at User's sole expense, all permits, licenses, or approvals required by law for the event, including without limitation food vendor permits, alcohol permits (if applicable), and temporary structure permits.

4.4. Conduct of Event. User shall maintain orderly conduct during the event and shall ensure that participants, guests, and vendors comply with all applicable rules and laws. User is solely responsible for managing access to and conduct within the Designated Area.

4.5. Security. User shall assess the security needs of the event based on its size, nature, and expected attendance. When, in User's reasonable judgment or as required by applicable law, security personnel are necessary to ensure the safety of participants and the public, User shall arrange and pay for adequate licensed security or law enforcement presence. The Village makes no representation regarding the adequacy of any security arrangement, and User's determination of security needs does not relieve User of any obligation under this Agreement.

4.6. Notification of Public Safety Agencies. No later than ten (10) calendar days prior to the event, User shall provide written notice to both (a) the Millersburg Police Department and (b) Holmes Fire District #1 (collectively, "Public Safety Agencies"), setting forth at minimum: the name and nature of the event; the date, start time, and end time; the expected number of attendees; the Designated Area to be used; the name and direct contact information of the responsible person who will be present at the event; and any special circumstances that may affect public safety response, including the presence of tents, temporary structures, open flames, fireworks, amplified sound, or alcohol. User shall cooperate fully with any requests from Public Safety Agencies for additional information and shall immediately notify both agencies if any material change occurs to the event details. User acknowledges that this notification requirement is for informational and coordination purposes only; compliance with this Section does not substitute for any required permits or approvals, nor does it create any obligation on the part of Public Safety Agencies to provide services beyond their normal duties.

4.7. Alcohol. No alcoholic beverages shall be consumed, sold, or distributed on Village property except as expressly authorized in writing by the Village and subject to all applicable permits and Ohio law. Unauthorized use of alcohol is grounds for immediate termination of this Agreement.

4.8. No Permanent Alterations. User shall make no permanent or structural modifications, alterations, or improvements to the Designated Area or any Village property without the express prior written consent of the Village Administrator.

SECTION 5. INDEMNIFICATION, HOLD HARMLESS, AND INSURANCE

5.1. Indemnification and Hold Harmless. To the fullest extent permitted by law, User shall defend, indemnify, and hold harmless the Village, its Mayor, Council members, officers, employees, agents, and volunteers (collectively, "Village Indemnitees") from and against any and all claims, demands, suits, actions, proceedings, losses, damages, liabilities, costs, and expenses—including reasonable attorneys' fees and court costs—arising out of or relating to:

- (a) User's use or occupancy of the Designated Area or any other Village property;
- (b) any act, omission, negligence, or misconduct of User, its members, employees, agents, volunteers, guests, or contractors in connection with the event;
- (c) any breach by User of this Agreement; or
- (d) any personal injury, death, or property damage occurring within or about the Designated Area during the period of User's use.

This obligation to indemnify applies regardless of whether any Village Indemnitee is alleged to be partially at fault, except to the extent that a final judicial determination establishes that the claim arose solely from the gross negligence or willful misconduct of a Village Indemnitee. The Village does not waive any defense, immunity, or right by accepting this indemnification.

5.2. Insurance. User is strongly encouraged to obtain general liability insurance in an amount appropriate for the size and nature of the event prior to the use date. The Village may, in its discretion, require insurance coverage and evidence thereof as a condition of approving use under this Agreement. Any insurance requirement shall be noted on the cover sheet or attachment to this Agreement. The absence of an insurance requirement does not limit or reduce User's indemnification obligations under Section 5.1.

SECTION 6. PRESERVATION OF VILLAGE'S LEGAL IMMUNITIES

6.1. Nothing in this Agreement shall be construed as a waiver, limitation, or modification of any immunity, defense, or protection available to the Village or any Village Indemnitee under Ohio law or any other applicable law, including without limitation the governmental immunity provisions of Chapter 2744 of the Ohio Revised Code, sovereign immunity, statutory liability caps, or any other defense available to a political subdivision of the State of Ohio. All rights, immunities, and defenses of the Village are expressly preserved and are not waived in whole or in part by the Village's execution of this Agreement, its decision to permit use of a facility, or any other act or omission in connection with this Agreement.

6.2. The Village does not represent or warrant that the Designated Area or any Village facility is free from defect, hazard, or danger. User accepts the Designated Area in its "as-is" condition and assumes all risks associated with its use.

SECTION 7. NO PARTNERSHIP, JOINT VENTURE, OR AGENCY

7.1. This Agreement does not and shall not be construed to create a partnership, joint venture, association, employment relationship, agency relationship, or any other common business endeavor between the Village and User. User is an independent actor and is solely responsible for the planning, organization, conduct, financing, and outcome of the event. User has no authority to bind, represent, or act on behalf of the Village in any capacity. Nothing in this Agreement shall be interpreted as making the Village a co-organizer, co-sponsor, or co-promoter of the event.

SECTION 8. SPONSORSHIP — SEPARATE AND DISTINCT

8.1. The Village may, from time to time, choose to sponsor events held on Village property. Any such sponsorship is a separate discretionary decision made through the Village's applicable approval processes and is entirely independent of and distinct from the grant of facility use under this Agreement. The existence of this Agreement, by itself, does not constitute, imply, or suggest Village sponsorship of any event. Conversely, a Village decision to sponsor an event shall not be construed to make the Village an organizer, co-organizer, or co-promoter of the event, shall not transfer or shift any liability from User to the Village, and shall not limit or reduce User's

obligations under this Agreement—including but not limited to User's indemnification obligations under Section 5.

8.2. Any advertising, promotional materials, signage, social media content, or public communications by User that reference Village property, resources, or personnel must not imply or represent that the Village endorses, sponsors, or is responsible for the event unless the Village has separately provided express written authorization to use the Village's name or seal in connection with the event.

SECTION 9. TERMINATION AND REVOCATION

9.1. The Village may terminate or revoke this Agreement at any time, with or without cause, upon written or verbal notice to User. Revocation shall result in immediate termination of the User's right to hold the event and, if the event is in progress, the immediate vacating of the premises.

9.2. User may cancel this Agreement by providing written notice to the Village no later than three (3) business days before the scheduled use date. User shall remain responsible for any costs incurred by the Village prior to the cancellation.

SECTION 10. GENERAL PROVISIONS

10.1. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any dispute arising under or related to this Agreement shall be brought exclusively in the courts of Holmes County, Ohio.

10.2. Entire Agreement; Amendments. This Agreement, including any attachments or addenda, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, or agreements. This Agreement may only be amended by a written instrument signed by both parties.

10.3. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason, the remaining provisions shall continue in full force and effect.

10.4. Waiver. The failure of the Village to enforce any provision of this Agreement shall not constitute a waiver of that provision or of the Village's right to enforce it in the future.

10.5. No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the Village and User. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

10.6. Notices. All required notices under this Agreement shall be in writing and delivered to the Village Administrator at Millersburg Village Hall, 6 North Washington Street, Millersburg, Ohio 44654, and to User at the address set forth in Section 1.1.

10.7. Authority to Execute. Each party represents and warrants that the person signing this Agreement on its behalf has full authority to do so and to bind that party to the terms hereof.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) written below.

VILLAGE OF MILLERSBURG, OHIO

By:

Title:

Date:

USER / APPLICANT

By:

Title:

Date:

FOR VILLAGE USE ONLY

Application Received: _____ Approved: Yes No Date of Approval: _____

Approved by: _____ Title: _____

Insurance Required: Yes No Evidence of Insurance Received: Yes N/A

Notifications Confirmed — Millersburg Police Dept.: Holmes Fire District #1: Yes N/A

Notes: _____
