



# VILLAGE OF LAKEVIEW

*Serving The Greater Indian Lake Area*

## VILLAGE OF LAKEVIEW PARKS DEPARTMENT FACILITY USE AGREEMENT

I, \_\_\_\_\_, of \_\_\_\_\_, Ohio, have requested to use certain of the facilities under the supervision of the Village of Lakeview Parks Department. In connection with that request, I

do hereby represent and agree, as follows:

### I. IDENTIFYING INFORMATION

**Name of User or Organization:** \_\_\_\_\_

**If Organization, Responsible Party:** \_\_\_\_\_

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

**Telephone Number(s): Home:** \_\_\_\_\_ **Cell:** \_\_\_\_\_

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

**Person In Charge of Food Safety:** \_\_\_\_\_ **Class of Certification:** \_\_\_\_\_

**Food Tuck Info:** \_\_\_\_\_

**Temporary Liquor Permit Info: Permit Number:** \_\_\_\_\_

**Name or Organization Holding Permit:** \_\_\_\_\_

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

**Telephone Number(s): Home:** \_\_\_\_\_ **Cell:** \_\_\_\_\_

**Overnight Parking or Camping Per Event:** Y \_\_\_\_\_ N \_\_\_\_\_

**Not For Profit?** Y \_\_\_\_\_ N \_\_\_\_\_ **Circle One:** 501(c) OR 501 (c)3

**Facility Requested:** \_\_\_\_\_

**Date(s) / Time(s) of Intended Use:** \_\_\_\_\_

**Detailed Description of Intended Use:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Use of additional structures on village property (tents, tables, stage etc.):

\_\_\_\_\_

**Estimated Attendees:** \_\_\_\_\_

**Amplified Sound Use Request:** Y \_\_\_\_\_ N \_\_\_\_\_ **If yes, person in charge of the sound**

**equipment:** \_\_\_\_\_ **Phone Number During Event:** \_\_\_\_\_

**Security Info:** \_\_\_\_\_ **Contact Number:** \_\_\_\_\_

## **II. ASSUMPTION OF RISK**

I fully assume any and all risk of injury, damage, or death, of any kind, nature, degree, or amount, which may result in connection with the above-stated use (the "Use")

## **III. WAIVER AND RELEASE OF ALL CLAIMS**

I do hereby expressly and fully waive, discharge, and release the Village of Lakeview, Ohio, its elected and appointed officials, its officers and employees, and all others working in concert with the Village of Lakeview, Ohio, against all claims and causes of action, including but not limited to actions based upon negligence, which may arise against the Village of Lakeview, its elected and appointed officials, its officers and employees and all others working in concert with the Village of Lakeview as the result of any injury to any person, including death, and damage to any person or property resulting from the Use.

## **IV. INDEMNIFICATION**

To the fullest extent allowable under applicable law, I do hereby agree to indemnify, defend and hold harmless the Village of Lakeview, Ohio, its elected and appointed officials, its officers and employees, and all others working in concert with the Village of Lakeview, Ohio from any and all claims and causes of action, including reasonable attorney fees, which arise directly or indirectly as the result of Use.

## **V. INSURANCE REQUIREMENTS**

I understand that the following insurance must be maintained at all times during the Use, which such insurance shall insure against claims to persons or damages to property which may arise in connection with the Use: Commercial General Liability Insurance on an occurrence basis, with coverage at least as broad as ISO Form CG 00 01 12 07, Including products-completed operations, and personal and advertising injury, with limits of not less than One Million (\$1,000,000) Dollars per occurrence. The following shall also apply to such insurance coverage.

- 1. Insurance Company Rating:** The insurance hereunder shall be AM BEST rating of no less than A: VIII, unless otherwise acceptable to the Village of Lakeview.
- 2. Additional Insureds:** The following shall be named as additional insureds; the Village of Lakeview, its elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board/commission members, including employees and volunteers.
- 3. Primary Coverage:** For any claims related to this Agreement, the above-named User's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be excess of the User's insurance and shall not contribute to it.

**4. Verification of Coverage:** User shall furnish the Village of Lakeview a certificate of Insurance evidencing the coverage requirement herein not less than two (2) weeks prior to the commencement of the Use. The Village of Lakeview reserves the right to require complete, certified copies of all required insurance policies, including endorsements required herein, at any time. The subject Certificate shall include the following language: **The following are additional insureds: The Village of Lakeview, its elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities, and board members, including employees and volunteers thereof. Coverages shall be primary to the additional insureds and not contributing with any other insurance or similar protection available to the additional insured whether other available coverage be primary, contributing, or excess.**

The subject certificate shall also contain: (a) the Requested Site of the Use and (b) the Date(s) of the Use.

**5. Cancellation Notice:** User shall provide, during the life of this Agreement, or for a longer period as stipulated herein, the coverage as described above, which shall include an endorsement stating the following: **"Thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: The Village of Lakeview  
P.O. Box 197  
Lakeview, Ohio 43331**

**6. Coverage Expiration:** If any of the above coverage expires, is canceled, non-renewed, reduced in coverage, or materially changed during the term of this Agreement, User shall deliver renewal certificates and/or policies to the Village of Lakeview not less than ten (10) days prior to the said date of expiration, cancellation, non-renewal, reduction, or change.

**7. Modification:** The Village of Lakeview reserves the right to modify these requirements, including, including limits, based upon the nature of the risk, prior experienced, insurer, coverage, or other circumstances.

#### **VI. DISPOSAL OF TRASH AND WASTE:**

All trash, waste, and other refuse generated during the Use shall be bagged and placed completely within the trash receptacles provided by the specific association. In the event that such receptacles are full such that the bagged trash, etc. cannot be placed completely within the same, User shall otherwise legally dispose of the same at another location. If litter or trash is not contained in the dumpster user will be charged \$100 per man-hour, plus equipment and disposal fee.

**VII. SECURITY OF EVENTS:**

The Village of Lakeview may request that organizations using the parks will need to secure security for large events and or events that will be selling alcohol to the attendees. Any private security company that is hired must be licensed and insured. The Logan County Sheriffs Dept. may also be hired by the organization as a security option for their event.

**IN WITNESS WHEREOF**, I have voluntarily and with full knowledge and understanding of its contents, executed this document on this \_\_day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Address)

Witness:  
\_\_\_\_\_

**ACCEPTANCE BY THE VILLAGE OF LAKEVIEW:**

**The Village of Lakeview, Ohio**

BY: \_\_\_\_\_

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

## **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

This Indemnification and Hold Harmless Agreement ("Agreement") is entered into by and between the Village of Lakeview, Ohio, (hereinafter "Indemnitee") and \_\_\_\_\_ [ Name] (hereinafter "Indemnitor").

1. Indemnitee owns certain real estate on which events are held (the "Park").
2. Indemnitor desires to use the Park to host an event(s).
3. Indemnitor shall name Indemnitee as an additional insurance on all applicable insurance policies and shall provide Indemnitee insurance certificates evidencing such.
4. In consideration of the use of the park, Indemnitee agrees to be solely responsible for compliance with ALL applicable laws and regulations, and **agrees to fully indemnify, defend, and hold Indemnitee harmless from any and all liability, obligations, or responsibilities of any nature, including reasonable attorney fees, arising from, or related to Indemnitor's use of Park.**
5. This agreement shall be binding upon all of the parties hereto, their heirs, estates, successors, and assigns.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date