

**TOWN OF WHITESTOWN**

**EVENT AGREEMENT**

This Event Agreement ("Agreement") is executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the TOWN OF WHITESTOWN, INDIANA ("Landlord") and \_\_\_\_\_, a(n) \_\_\_\_\_ ("Tenant").

WHEREAS, Tenant desires to use \_\_\_\_\_ (collectively, the "Designated Areas") for the purposes of \_\_\_\_\_, on \_\_\_\_\_, 20\_\_ (the "Event"); and

WHEREAS, Landlord has agreed to permit Tenant to use the Designated Areas for the Event, subject to the terms and conditions described below, and Tenant has agreed to release, indemnify, and hold harmless Landlord from all injuries and damages arising from Tenant's use of the Designated Areas for such purpose.

NOW THEREFORE, in consideration of the agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Recitals. The foregoing recitals are hereby affirmed by the parties as true and correct and each such recital is incorporated herein by this reference.

2. Grant of Use of Designated Areas. Landlord hereby grants to Tenant permission to use the Designated Areas for the Event.

3. Fee. Upon execution and delivery of this Agreement, Tenant shall pay to Landlord the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_.00) for the Event. Tenant shall in addition pay a security deposit in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_) for the Event.

4. Covenants of Tenant Regarding Event. In connection with the Event, Tenant understands and agrees to the following:

- A. The Event shall be limited to the hours of \_\_:\_\_ a.m. to \_\_:\_\_ p.m. on \_\_\_\_\_, 20\_\_.
- B. Tenant shall not place, attach, affix or otherwise install any signage or decorations in, on, or about the Designated Areas, except as expressly consented to in writing by Landlord. In the event Landlord consents to such signage or decorations, Tenant shall be obligated to remove such decorations promptly upon completion of the Event and to otherwise repair and restore the Designated Areas to its condition existing prior to the Event. Where permitted by Landlord, temporary outdoor signs related to the Event shall not be placed more than \_\_\_\_\_ days prior to the date of the Event and shall be promptly removed upon completion of the Event; but in no case shall a temporary outdoor sign be placed more than forty-eight (48) hours after the Event, nor placed on the Designated Areas for more than thirty (30) days. Temporary outdoor signs shall not exceed thirty-two square feet (32 ft<sup>2</sup>) in surface area. Signage or decorations which contain obscene, profane, libelous words or pictures, or may cause an immediate breach of the peace or injury, are strictly prohibited.

- C. Tenant shall comply with all reasonable directions of Landlord with respect to Tenant's use of the Designated Areas and with all applicable rules and regulations of Landlord.
- D. Tenant shall use and occupy the Designated Areas in a safe, careful, reputable and lawful manner for the Event and shall not use the Designated Areas for any other purposes whatsoever.
- E. Tenant shall not be permitted to sell to anyone any alcoholic beverages within the Designated Areas.
- F. Tenant shall not engage in any cooking or food preparation in the Designated Areas, except as otherwise expressly consented to in writing by Landlord.
- G. Tenant shall not do or permit anything to be done on or about the Designated Areas, which will in any way obstruct or interfere with the business or operations of Landlord or injure or annoy them.

5. Tenant's Cleaning Obligation. Upon completion of the Event, Tenant shall remove all of its personal property, decorations, waste materials and rubbish from in, on or about the Designated Areas and restore the Designated Areas to the condition existing prior to the Event. The disposal of all waste materials or rubbish by Tenant shall be done in compliance with all laws, rules and regulations. Should Tenant fail to comply with the obligations set forth herein, Landlord may, at the sole cost and expense of Tenant, perform such cleaning services which Tenant shall reimburse Landlord for said costs.

6. Insurance. Tenant shall maintain, at its own expense, a commercial general liability insurance policy, including "host" liquor liability insurance if alcohol will be served, which insurance shall be primary and non-contributory and shall provide coverage on an occurrence basis with a per occurrence limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and property damage, issued by an insurance company acceptable to Landlord, which insures Tenant's use of the Designated Areas for the Event. Such insurance policy shall protect Tenant and Landlord as their interests may appear, naming Landlord as an additional insured. In the event Tenant engages a third-party contractor for any purpose associated with the Event, Tenant shall cause such third-party contractor to secure and maintain commercial general liability insurance, including "host" liquor liability insurance if alcohol will be served, in the amount of Two Million Dollars (\$2,000,000.00) issued by an insurance company acceptable to Landlord, naming Landlord as an additional insured. Prior to the Event, Tenant shall furnish Landlord with certificates of insurance evidencing such coverages required herein.

7. Tenant's Release and Indemnification of Landlord. Tenant shall assume the risk of, be responsible for, and, to the fullest extent permitted under applicable laws, release, indemnify, defend and hold Landlord, and its officers, members, managers, agents, contractors, employees and invitees, harmless from any and all claims, actions, suits, damages, liabilities, costs, and expenses, including but not limited to reasonable attorneys' fees and disbursements, relating to or arising out of: (i) the Event, including, without limitation, the serving and consumption of food and alcoholic beverages; (ii) any default or failure of Tenant to perform its obligations under this Agreement; (iii) the condition of the Designated Areas; or (iv) the acts or omissions of Tenant or Tenant's employees, contractors or agents on or about the Designated Areas or the Property. Tenant shall bear the risk of any loss or damage to Tenant's personal property in, on or about the Designated Areas. Tenant's indemnification as described herein shall survive the termination of this Agreement and with respect to claims brought in connection with the Event. Tenant shall further execute the Waiver and Release of Liability, Assumption of Risk, and Indemnification Agreement attached hereto as Exhibit A.

8. Condition of Designated Areas. Tenant has personally inspected the Designated Areas and accepts the same "**AS IS**", and it is understood and agreed that Landlord is not making and has not at any time made any representations or warranties of any kind or character, express or implied, with respect to the Designated Areas. Landlord assumes no obligation to make any improvements to, or to provide any security for, the Designated Areas, or to ensure that the Designated Areas complies with applicable zoning ordinances or other laws and regulations. Tenant agrees that all of Tenant's personal property of every kind or description which may at any time be on the Designated Areas shall be on the Designated Areas at Tenant's sole risk or at the risk of those claiming through or under Tenant, and in no event shall Landlord be liable for the same.

9. Notices. All notices required or permitted to be given pursuant to this Agreement shall be made via U.S. Mail or express courier to such party's address as provided in the Lease.

10. General. The terms and provisions of this Agreement shall be governed and construed in accordance with the laws of the State of Indiana. The captions and section numbers shall not be considered in any way to effect the interpretation of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, assigns, heirs and personal representatives. This Agreement shall not be construed with resort to any presumption against the preparer or maker hereof. This Agreement may not be amended except in writing, signed by both parties hereto.

11. Authority. Each party hereto hereby certifies that (a) the individual signing on behalf of said party is fully empowered and duly authorized by any and all necessary action or consent required under any articles of incorporation, bylaws, operating agreement or other agreement to execute and deliver this Agreement for and on behalf of said party; (b) said party has full capacity, power and authority to enter into and carry out its obligations under this Agreement; and (c) this Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of such party.

12. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts shall constitute one and the same instrument. Delivery of this Agreement may be accomplished by electronic facsimile or PDF reproduction ("Electronic Delivery"); if Electronic Delivery is utilized, the original document shall be promptly executed and/or delivered, if requested.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first set forth above.

**TENANT:**

\_\_\_\_\_,  
a(n) \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**LANDLORD:**

Town of Whitestown, Indiana

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

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**EXHIBIT A**

Waiver and Release of Liability, Assumption of Risk,  
and Indemnification Agreement

**WAIVER AND RELEASE OF LIABILITY,  
ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT**

In consideration of the Town of Whitestown, Indiana and/or the Whitestown Parks Department (collectively, the “**Owner**”), allowing me and/or my organization to utilize the park grounds and facilities located at \_\_\_\_\_ (collectively, “**Facilities**”), I \_\_\_\_\_, for myself and as the authorized agent for \_\_\_\_\_ (“**Organization**”), being at least 21 years old, agree that I and the Organization (collectively and separately, “**We**” or “**Us**” or “**Our**”) will be bound by each of the following as Our voluntary act and deed:

1. **Identification of Risks.** We understand that the Owner may not be present during use of the Facilities. We understand that use of the Facilities may involve risk of injury and loss, both to person and to Facilities. We also understand that the risk of injury may include the possibility of permanent disability and/or death. We understand that this Waiver and Release of Liability, Assumption of Risk, and Indemnification Agreement (“**Agreement**”) is intended to address all of the risks of any kind associated with Our use of the Facilities in any respect, or with the time We are at the Facilities, including, particularly, such risks created by actions, inactions, or negligence on the part of the Owner or its officials, employees, agents, volunteers, successors, or assigns, including but not limited to risks created by the following: (a) the use and condition of the premises, facilities, and equipment; (b) the failure of the Owner to foresee or to protect Us from actions, inactions, negligence, recklessness, or intentional or criminal misconduct of persons; (c) the inadequacy or unavailability of medical facilities or treatment; or (d) the lack or inadequacy of supervision at the Facilities.

2. **Assumption of Risk.** **WE KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE OWNER**, as listed above, or others and assume **FULL AND ABSOLUTE** responsibility for Our invitees or licensees use of the Facilities.

3. **Release and Waiver.** We hereby release the Owner and its directors, officers, sureties, employees, agents, volunteers, successors and assigns of and from any and all claims for injury, loss, damages, actions and causes of action, claims and demands whatsoever, whether known or unknown and whether or not founded in fact or in law, and of and from any and all manner of suits, liabilities, losses, covenants, controversies, agreements, promises, damages, judgments, claims and demands whatsoever in law or in equity including, but not limited to, those arising out of or in any way related to Our invitees or licensees use of the Facilities (each a “**Claim**”), and all acts or omissions related thereto, whether or not caused in whole or part by the negligence or other misconduct of the Owner or any of the individuals mentioned above, from the beginning of the world to the end of the Term, as defined below, of this Agreement, which We have had or now have or which Our heirs, administrators, successors and assigns hereafter can, shall or may have or acquire. We further warrant and agree that no lawsuit or action of any nature shall be filed, maintained, or litigated against Owner, its representatives, employees, agents, or officials, relating from Our activities or use of the Facilities.

4. **Indemnification.** We, on behalf of ourselves and Our administrators, heirs, successors and assigns, hereby voluntarily agree to **RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, DEFEND AND INDEMNIFY** the Owner and its officials, directors, officers, sureties, agents, employees, volunteers, successors and assigns of and from any and all claims for injury, loss, damages, actions and causes of action, claims and demands whatsoever, whether known or unknown and whether or not founded in fact or in law, and of and from any and all manner of suits, liabilities, losses, covenants, controversies, agreements, promises, damages, judgments, claims and demands whatsoever in law or in equity including, but not limited to, those arising out of or in any way related to Our invitees or licensees use of the Facilities, and all acts or omissions related thereto, whether or not caused in whole or part by the negligence or other misconduct of the Owner or any of the individuals mentioned above, from the beginning of the world to the end of the Term, defined below, which the undersigned has had or now has or which he/she or his/her heirs, administrators, successors and assigns hereafter can, shall or may have or acquire. We specifically understand that We are releasing, discharging and waiving any claims or actions that We may have presently or in the future for the negligent acts or other conduct by the Owner or its directors, officers, sureties, employees, agents, volunteers, successors and assigns. We further agree to pay all costs and attorneys' fees incurred by the Town in enforcing the terms of this Agreement, or in defending against any suit arising from Our use, or the use of Our invitees or licensees, of the Facilities.

5. **Term.** This Agreement shall terminate upon the later of the date Our or Our licensees or invitees presence at the Facilities ceases, unless earlier terminated by the Owner.

6. **Binding Effect.** This Agreement shall be binding upon Our relatives, personal representatives, heirs, beneficiaries, next of kin, or assigns and shall inure to the benefit of the Owner and its successors and assigns.

7. **Authority for Organization.** We represent, warrant, and affirm that We are the authorized agent and signatory for the Organization stated above, that We have full authority to execute this Agreement on the Organization's behalf, and that the terms hereof are binding upon the Organization.

8. **Severability.** If any term or provision of this instrument or the application thereof to any person or circumstances shall to any extent or for any reason be invalid or unenforceable, the remainder of this instrument and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the instrument shall be valid and enforced to the fullest extent permitted by law.

**WE HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. WE UNDERSTAND IT INCLUDES A RELEASE OF ALL CLAIMS AND SHALL IN ITS ENTIRETY BE LEGALLY BINDING UPON US AND OUR ESTATE, REPRESENTATIVES, HEIRS, ASSIGNS, AND NEXT OF KIN.**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

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