

AGREEMENT FOR USE OF CHARDON SQUARE

WHEREAS, the Organization desires to use the park and Chardon Square; and

WHEREAS, the City of Chardon permits the use of the Chardon Square by people and organizations, subject to certain conditions and requirements; and

WHEREAS, the Organization and the City of Chardon desire to determine the conditions, rights, responsibilities and obligations of the parties for the use of the park and Chardon Square.

NOW, THEREFORE, the parties agree as follows:

1. **PREMISES**

The Organization may use the area within the park and Chardon Square and the boundaries of Main, Short Court, South Hambden and East Park streets/the area described below ("the Premises"):

2. **USE/EVENT**

The use of the Premises is limited to the activities which are part of the following activity : _____ ("Event"). Sales shall be limited to food, beverages and refreshments for consumption on the premises and available as part of the Event. Licensed mobile food vendors, food trucks and ice cream trucks are permitted as long as they are self-contained. Short Court Street, or other location as approved by the City Manager, will be closed and used for mobile unit staging when they are part of an event. Electrical outlets are available throughout the park. Electrical needs must be verified with the Lands & Buildings Supervisor prior to the event. Solicitation of funds (other than goodwill donations for the Event) and sale of merchandise are not permitted on the Premises. The Premises shall be used by only the Organization. No motorized vehicles are permitted on the Premises during the Event.

3. **DATE(S) OF USE**

The use of the Premises for the Event shall start on _____, 20__ at ____ and shall end on _____, 20__ at _____.

4. **HERITAGE HOUSE**

Use of the Heritage House has/has not been approved for the Event. The Organization shall comply with the regulations for the use of the Heritage House attached hereto and incorporated herein by reference as though fully rewritten.

5. **GARBAGE COLLECTION**

The Organization shall be responsible for providing or requesting sufficient trash cans for disposal of refuse/trash. Additional trash cans for rubbish disposal may be requested and will be provided by the City.

6. **CLEAN UP/DAMAGE**

Premises shall be cleaned by the Organization immediately following the Event. All debris, trash and garbage on the Premises after the Event shall be picked up and disposed in trash cans. The Organization shall be responsible for the cost, as determined by the Manager, if the clean-up is inadequate and additional clean-up is required by City employees.

Any damage to the Premises during the Event, including damage to trees, landscaping, structures and sidewalks and damage caused by the use of motorized vehicles or trailers, shall be repaired by the City at the Organization's expense in the amount determined at the sole discretion of the City Manager.

7. **LOUD SPEAKER/MUSIC/NOISE**

Organization shall maintain the level of noise at a reasonable level so as not to disturb the peace, health, and comfort of the public. Permission to use a loud speaker or sound device has/has not been requested and is approved. The Organization shall comply with the regulations for the use of a loud speaker, attached hereto and incorporated herein by reference as though fully rewritten.

8. **LIABILITY, ORGANIZATION INSURANCE**

A. The Organization shall defend, indemnify, and save harmless the City and its public officials, employees, contractors and agents from all claims, demands, payments, suits, actions, recoveries, and judgments of every description, whether or not founded in law, brought or recovered against the City, and shall include reimbursement of any fees or costs incurred by the City, its public officials, employees, agents or subcontractors in the defense of any claims against the City, arising from the Organization's Event, activities on the Premises or conduct of its members, guests and invitees on the Premises by reason of any act or omission to act under this Agreement.

B. The Organization shall, at its expense, maintain a policy of comprehensive general liability insurance insuring the City against any liability arising from Organization's use of the Premises. The comprehensive general liability insurance policy or a certificate of insurance shall name the Municipality of Chardon as an additional insured and shall protect the City from claims for injury to persons or damage to property which may arise out of or result from the Organization's Event, activities on the Premises, and conduct of its members, guests and invitees on the Premises. The insurance policy shall have coverage limits of not less than Five Hundred Thousand Dollars (\$500,000) for each occurrence. The Organization's general liability coverage shall be primary. The insurance shall be written by an insurance company licensed to do business and write policies of casualty insurance in the State of Ohio. The Organization shall submit a Certificate of Insurance to the City with this Agreement. If this Agreement allows regular periodic Events of the Organization on the Premises, a new certificate of insurance shall be submitted when the current insurance policy is renewed or a new policy of insurance is purchased.

9. **SECURITY**

If security is required, the Organization shall contact the City of Chardon Police Chief or designee to request security by off duty Chardon police offices at an agreed upon rate of pay. The Police Chief or designee shall assign the off duty officers and coordinate the times or shifts to work during the Event. Payment for security shall be made upon receipt of the invoices and paid to the individual officers working the security detail.

10. **SIGNAGE**

A permit for the use of the Chardon Square Sign shall be approved by the City Manager before posting by the Organization.

11. **ACKNOWLEDGEMENT OF RESIDENTS' RIGHTS**

The Organization acknowledges that the park and Chardon Square, as public property, are subject to the First Amendment rights of citizens and use of the Chardon Square and park by residents. Organization shall not interfere with use of the Premises by others during its Event. Any questions or issues involving use of the Premises during Event by others shall be brought to the attention of the security detail. The Organization acknowledges that its use of the Premises for the Event is subject to the direction of the City Manager and/or Chardon Police Department if questions or issues concerning the respective rights of the Organization and other persons on the Premises are raised.

12. **COVID-19 Protocol, assumption of risk, and notice of removal for non-compliance.**

The State of Ohio has established specific orders, guidelines, and protocols for public health regarding COVID-19 and other communicable diseases. By signing this agreement, the undersigned agrees to ensure that the square will be used in a manner consistent with those orders, guidelines, and protocols. Further, on behalf of the organization and its members, it voluntarily assumes all risks associated with the use. Finally, the organization understands and agrees that if it or any of its invitees use the property in a manner inconsistent with the applicable orders, guidelines, or protocols, then: (a) the event or activity may be canceled; (b) the organization and all participants may be removed from the site; and (c) those persons who refuse to leave may be subject to trespassing penalties.

13. **FOOD LICENSE**

If selling food on the premises of the Square, inside the Gazebo or inside/outside of the Heritage House, a food license from the Health Department is required. Please call 440-279-1914 to obtain a license. The license must be displayed for viewing and inspection the day of the event.

14. **WAIVER & RELEASE** I accept that I complete in this event at my own risk and I hereby waive and release the City of Chardon and any City or City Sponsor, officer and member of said organization, their representatives, successors, assigns and any individual who are in any way connected with this event from all rights and claims for any accident, injury or loss suffered as a consequence of my participation.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates set forth below in Chardon, Ohio.

CITY OF CHARDON, OHIO

[name of organization]

by: _____
Randal B. Sharpe, City Manager

by: _____

Date: _____, 20__

[print name of applicant]

Approved as to form:

Address: _____

Benjamin Grant Chojnacki, Law Director

Phone: _____

Date: _____, 20__