COMMUNITY EVENT AGREEMENT
for use of
the PROPERTY AND FACILITIES
of
the CITY OF CALVERT CITY, KENTUCKY

THIS AGREEMENT is made and entered into this _____ day of _____, 20_____, by and between THE CITY OF CALVERT CITY, KENTUCKY, of P. O. Box 36, Calvert City, Kentucky 42029, by and through its Mayor, Lynn B. Jones, (hereinafter "City"); and _____
(Name of organization)
of _____, by and through its
(Address)
duly authorized representative, _____, (hereinafter "Sponsor").

W I T N E S S E T H :

WHEREAS the Sponsor desires to make use of the City's property and facilities, specifically identified as:

_____
(Location and identity of facilities)

_____

_____

for the purpose of conducting _____
(Description of event)

_____; and,

WHEREAS the Sponsor desires to make use of the referenced facilities on the dates and at the times set forth on Exhibit "A"; and,

WHEREAS the City has determined that such event constitutes a Community Event, promoting the best interests of the residents and citizens of the City, as a Community activity, and the City accordingly wishes to encourage, promote and participate in sponsoring such event.

NOW THEREFORE IN CONSIDERATION OF the aforestated premises and the hereinafter stated terms and conditions, the parties hereby agree as follows:

1. **CITY PARTICIPATION:** The City agrees to assist in promoting and sponsoring the above referenced event by providing the referenced facilities, all required utilities, police protection, clean-up, and parade route permits (if applicable), along with the following additional participation and/or contribution (if applicable):

_____

_____

_____

_____

2. **CONTACT PERSONS:** In the event that the City needs or desires to contact the Sponsor or notify the Sponsor of any cancellation, change, complaint, or other matter, the City may contact _____
(Name of primary contact person)

at _____or _____.
(Address) (Telephone number)

In the event that the aforesaid person cannot be reached at the stated telephone number(s) within a reasonable time (considering the purpose and nature of the contact), the City may contact or notify any person identified on **Exhibit "B"** hereto, and such contact or notification shall constitute contact or notification of the Sponsor.

3. **EVENT SUPERVISION:** The Sponsor shall provide responsible, mature and appropriately trained personnel to supervise and oversee all aspects of the event. The Sponsor acknowledges that the City has no duty to and will not provide supervision or oversight at the event, other than ordinary police protection.

4. **FEES GENERATED:** All fees, charges or other monies or funds generated by concessions, participation, entertainment, or other aspects of the event, shall be the property of Sponsor, and Sponsor shall owe no fee or charge to the City relative thereto. Notwithstanding the foregoing provision, the City may offer concessions, entertainment, or other services at the event and may receive fees, charges or other compensation for same, without obligation or responsibility to account to Sponsor for such fees and charges.

5. **SAFETY PRECAUTIONS AND EQUIPMENT:** The Sponsor shall require all persons participating in the management, supervision and oversight of the event to exercise all ordinary and reasonably necessary safety precautions, and to utilize all ordinary and reasonably necessary safety equipment in the conduct of the event.

6. **USE OF VEHICLES:** The Sponsor shall not authorize or allow any persons under its authority to operate any vehicle, its participants, coaches or leaders to operate any vehicle, licensed or otherwise, off roadways in the public parks of the City, except as provided on **Exhibit "C"** hereto.

The Sponsor shall not authorize any person under its authority and/or control to operate any unlicensed or other non-road vehicle, including but not limited to all-terrain vehicles, motorized bicycles, off-road surface vehicles or golf carts upon City property, except as set forth in **Exhibit "C".**

Exhibit "C" provides a complete and exclusive list of the vehicle(s) to be authorized, the name(s) of the owner, and the name(s) of all operators who will be operating said vehicles on behalf of the Sponsor. The Sponsor represents that all listed persons are at least 16 years of age and possess a valid vehicle operators license. No other use of non-road vehicles shall be allowed by the Sponsor.

The City will issue a registration number card which much be conspicuously displayed upon the vehicle prior to and during use.

Any violation of this section by the Sponsor shall be cause for the immediate revocation of authority to operate non-road vehicles in the City's parks.

Under no circumstances shall a vehicle be brought into the confined space of a building owned by the City.

7. **MANAGEMENT RIGHTS:** It is understood and agreed that the City hereby reserves the right, **but not the duty**, to control and manage all of the property and facilities of the City and to enforce all necessary and proper rules for the management and operation of same and for its authorized representatives to enter the portions of the facility at any time and on any occasion. The City also reserves the right, **but not the duty**, to its duly appointed representatives and employees to eject any objectionable person or persons from the premises. The Sponsor hereby waives any and all claims for damages against the City or any and all of its officers, agents, or employees resulting from the exercise of the authority granted herein.

8. **FOOD AND DRINK SERVICES:** No food or drink services are to be provided, directed or authorized by the Sponsor other than those identified on Exhibit "D" hereto, and subject to the terms and conditions identified on said Exhibit. Further, no alcoholic beverages shall be consumed upon the City's property or premises; and the Sponsor shall take all reasonable measures and precautions in order to assure that no alcoholic beverages are so consumed and that any and all intoxicated persons are removed from the premises. To the extent that civil liability otherwise might be imposed upon the City or the Sponsor pursuant to any applicable civil law(s), the Sponsor hereby accepts all liability and responsibility for any and all personal injury (including death) and damage to property which may occur as a result of, or be related to, the provision of food and drink services by, or authorized by, the Sponsor; and the Sponsor further specifically acknowledges that the Hold Harmless provisions of this Agreement shall apply in the case of any food and drink services provided by, or authorized by, the Sponsor.

9. **PROPER USE:** The Sponsor shall use and occupy the property and facilities of the City in a safe and careful manner and shall not do any act or allow any acts to be done which will in any way mar, deface, alter or injure any part of said property or facilities. The Sponsor is strictly prohibited from allowing to be driven any nails, hooks, tacks or screws in any part of said premises.

10. **COMPLAINTS:** Should the Sponsor, its members, guests, participants or representatives have any complaints concerning the condition or availability of the City's property or facilities, such complaints shall be made directly to the City Administrator or Mayor, as available. In no event shall complaints or requests be directed to other persons employed by the City.

11. **USE OF PARKING FACILITIES AND PASSWAYS:** The Sponsor shall take all reasonable steps and precautions to assure that all persons under its authority and/or control, and spectators, are aware of, and obey all applicable parking and traffic control rules and regulations.

12. **RESPONSIBILITY FOR DAMAGES:** Upon termination of this Agreement and at the conclusion of the event, the Sponsor will return the property and facilities to the City in as good a condition and repair as they were at the beginning of the term of this Agreement, ordinary wear and tear excepted. If the premises or any portion of said premises, during the term of this Agreement, shall be damaged by the act, fault, or negligence of the Sponsor or its agents, representatives, spectators, or any persons admitted to the premises by the Sponsor, the Sponsor will pay to the City, upon demand, such sum as shall be necessary to restore the property and facilities to their present condition. Further, the Sponsor hereby agrees to provide responsible supervision of the event in order to provide reasonable control and oversight of persons admitted to the property or facilities during their use by the Sponsor.

13. **CANCELLATION:** If at any time, in the judgment of the Mayor, or the City Administrator, the use of the premises by the Sponsor is illegal, indecent, obscene, immoral, or in the reasonable judgment of such person(s) presents, or may present, a danger to persons or property, such person(s) may direct that the Sponsor either cease and desist from continuing such objectionable use, or may, without liability, cancel and/or terminate the event. Further, the City reserves the right to interrupt and/or temporarily cancel this Agreement and the event scheduled hereunder, should the City have emergency need for the use of such property or facilities, as determined in the City's sole discretion. In such event, the City will make all reasonable efforts

to provide temporary substitute facilities, should the City have such facilities available. The Sponsor hereby releases the City and its officers, agents, employees and representatives from any loss or damage occasioned by such cancellation.

14. **WAIVER OF CLAIMS:** The Sponsor hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency, failure or impairment of the water supply system, drainage system, HVAC system, steam system, electrical system or ventilation system leading to or on the demised premises. In the event the facility or any part thereof is damaged by fire or if for any other reason, including strikes, failure of utilities, or act of God, which, in the judgment of the Mayor or City Administrator, renders the fulfillment of this agreement by the City practically impossible, the Sponsor hereby expressly releases and discharges the City and its agents from any and all demands, claims, actions and causes of action arising from any of the aforesaid causes.

15. **DAMAGE AND LOSS OF PROPERTY:** The City, its officers, agents, employees and representatives shall not be held responsible for damage to property or loss of material brought onto the City's property and/or facilities, nor shall any of them be held responsible for injuries to any one which may occur on City property as a result of the Sponsor's activities.

16. **HOLD HARMLESS:** To the fullest extent permitted by law, the Sponsor agrees to indemnify and hold the City, its elected and appointed officials, employees, volunteers and others working on behalf of the City, harmless from and against all loss, costs, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time therefrom) which may be sustained or claimed by any person or persons; or the damage or destruction of any property, including the loss of use thereof, based on any act or omission, negligent or otherwise, of the Sponsor, or anyone acting in its behalf in connection with or incident to the use of the City's property by the Sponsor, regardless of whether a claim is made that the City or its employees were negligent. Further, the Sponsor shall, at its own cost and expense, defend any such claim and any suit, action or

proceeding which may be commenced thereunder, and the Sponsor shall pay any and all judgments which may be recovered in any suit, action or proceeding, and any and all expense, including but not limited to, costs, attorney's fees and settlement expenses which may be incurred by the City.

17. **INSURANCE:** The City shall insure against its own general liability relative to the event. The Sponsor shall be responsible for insuring its own general liability with regard to the event. Neither the City nor the Sponsor shall be required to provide insurance for the other.

18. **TERMINATION:** Should the Sponsor or any of its members, representatives, agents, or other persons under its authority and/or control, breach any term or provision herein, the City may terminate this Agreement by giving written notice of such termination to the Sponsor at the address first recited above. Such notice of termination shall be effective upon mailing by first class mail with the U.S. Postal Service, or upon hand delivery to one of the Contact Persons identified in numbered paragraph 2. of this Agreement.

19. **ASSIGNMENT:** The Sponsor shall not assign its rights, duties or obligations under this agreement, nor allow any use of said premises, other than herein specified, nor sublet the premises or any part thereof without the written consent of the City.

20. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement by and between the parties.

IN WITNESS WHEREOF, the parties have caused the signatures of their authorized representatives to be affixed hereto as of the day and year first written above.

CITY OF CALVERT CITY, KENTUCKY

BY: _____
Lynn B. Jones, Mayor

_____
Name of Sponsor (or organization)

BY: _____
Authorized Representative/Title

COMMONWEALTH OF KENTUCKY

COUNTY OF MARSHALL

Subscribed, sworn and acknowledged before me by _____, known by me to be the Mayor of the City of Calvert City, Kentucky, this _____ day of _____, 20___.

My commission expires:_____.

_____
Notary Public
Commonwealth of Kentucky at Large

COMMONWEALTH OF KENTUCKY

COUNTY OF MARSHALL

Subscribed, sworn and acknowledged before me by _____, known by me to be the _____ of _____, this _____ day of _____, 20___.

My commission expires:_____.

_____
Notary Public
Commonwealth of Kentucky at Large

The foregoing Agreement was prepared by Gregory K. Northcutt, Attorney at Law, P. O. Box 996, Calvert City, KY 42029.

_____
Gregory K. Northcutt

EXHIBIT A

Event: _____

Date(s): _____

Time(s): _____

EXHIBIT B

Name: _____

Address: _____

Phone Number: _____

Cell Number: _____

Name: _____

Address: _____

Phone Number: _____

Cell Number: _____

EXHIBIT C

Authorized vehicle: _____
Owner of vehicle: _____
Operator of vehicle: _____ Age: _____

Authorized vehicle: _____
Owner of vehicle: _____
Operator of vehicle: _____ Age: _____

Authorized vehicle: _____
Owner of vehicle: _____
Operator of vehicle: _____ Age: _____

Authorized vehicle: _____
Owner of vehicle: _____
Operator of vehicle: _____ Age: _____

Authorized vehicle: _____
Owner of vehicle: _____
Operator of vehicle: _____ Age: _____

Authorized vehicle: _____
Owner of vehicle: _____
Operator of vehicle: _____ Age: _____

Authorized vehicle: _____
Owner of vehicle: _____
Operator of vehicle: _____ Age: _____

EXHIBIT D

Food and Drink Services