

**CITY OF BLUE RIDGE PARKS & RECREATION DEPARTMENT  
FACILITY LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** (the Agreement) is entered into as of the \_\_\_\_ of \_\_\_\_\_, **20\_\_** (the Effective Date), between, the City of Blue Ridge Parks & Recreation Department (“City”) and (LICENSEE).

LICENSEE Contact:	Address:
Phone:	Email:

**1. LICENSE TO USE CITY FACILITIES OR PROPERTY.**

CITY grants LICENSEE permission to use the portion of the City of Blue Ridge Parks & Recreation Department facility, designated. Please check all that apply

City Ball Park    Farmers Market    Downtown Stage    Downtown Pavilion    Downtown Gazebo

Use of the facility shall be for the days and times listed below and will include all set-up and clean-up time.

Begin Time: \_\_\_\_\_

End Time: \_\_\_\_\_

Date(s): \_\_\_\_\_

**(A) CITY’S AVAILABLE SERVICES**

- i. **SERVICES AVAILABLE (INDOOR).** CITY may provide heating/air conditioning (where applicable), overhead light within indoor facilities, normal room set-up and trash receptacle(s). LICENSEE is solely responsible for removal of all decorations, trash, or any other items utilized or brought to the facility by LICENSEE, etc.
- ii. **SERVICES AVAILABLE (OUTDOOR).** City may provide outdoor space as is. Modifications will not be allowed. Any structures, fixtures, or amenities, either temporary or permanent, may not be removed or altered in any fashion.
- iii. **SERVICES AVAILABLE (SPECIAL).** Because of the diversity of the facilities available from the City, special services may be provided within special use facilities. Refer specific questions to the facility manager at time of application involving special services.
- iv. **NO WARRANTY OF FACILITY.** LICENSEE is encouraged to examine and inspect the City’s facilities, to assess their condition, suitability and fitness for LICENSEE’S permitted use. LICENSEE ACKNOWLEDGES AND AGREES THAT THE CITY MAKES NO EXPRESSED OR IMPLIED WARRANTIES OF ANY OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY EXPRESSED OR IMPLIED WARRANTIES OF SUITABILITY OF FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION. THE LICENSE TO USE CITY FACILITIES OR PROPERTY IS GRANTED ON AN “AS IS” AND “WHERE IS” BASIS ONLY. LICENSEE further acknowledges that the relationship between the parties is not that of landlord and tenant as defined in Georgia law; this Agreement creates a mere license, not a tenancy.

(B) LICENSEE'S OBLIGATIONS

- i. **MINIMUM AGE REQUIREMENT.** \_\_\_\_\_ (INITIALS) I certify that I am 25 years of age or older.
- ii. **COMPLIANCE WITH LAWS AND REGULATIONS.** LICENSEE and its agents or employees will comply with all laws, ordinances and regulations adopted or established by federal, state or local government agencies or bodies; and by all facility rules and regulations as provided by City.
- iii. **JANITORIAL DUTIES.** LICENSEE agrees to perform normal clean-up including but not limited to picking up trash, removal of trash from building, spot cleaning, sweeping, mopping and vacuuming where needed.
- iv. **FACILITY TO REMAIN IN SAME CONDITION.** LICENSEE to leave the facility space in condition equal to that at the commencement date/time of this License.
- v. **REMOVAL OF PROPERTY.** LICENSEE agrees that all materials pertinent to the event which are not the possession of the City will be removed from the facility on or before the date/time this License expires
- vi. **PAYMENT OF DAMAGES.** LICENSEE agrees to pay costs of repair or replacement of any and all damages of whatever origin or nature which may have occurred during the exercise of the License set forth in this Agreement in order to restore the facility affected by the event to a condition equal to that at the time this License went into effect.
- vii. **ADHERENCE TO POLICIES AND PROCEDURES.** LICENSEE agrees to adhere to all facility use guidelines as well as general facility operating policies and procedures.
- viii. **CATERING.** All catering must be performed by caterers who have a permit to perform business of this nature. Caterers who do not have a business permit will not be allowed to use the facility. It is the responsibility of the LICENSEE to make arrangements only with a caterer who has a permit to do business of this nature.
- ix. **INSURANCE.** At all times that this License is being utilized by Licensee, comprehensive liability insurance must be provided by Licensee by producing a certificate of insurance showing liability coverage with a minimum limit of 1 million dollars per occurrence with the City of Blue Ridge listed as an additional insured on the Licensee's policy. The certificate of insurance must be presented before any License will issue.
- x. **Police:** Applicant must contact the Blue Ridge Police Chief to determine the need for security, and to arrange adequate security for the event prior to application being approved. The telephone number to the Blue Ridge Police Department is (706)632-3451.
- xi. Attach a copy of articles of incorporation or other organizational documentation and evidence of tax-exempt status (if any) for any organization applying as sponsoring organization.
- xii. Attach a copy of a rental agreement or other documentation for the evidencing that portable toilets or restroom facilities will be available at any event where more than 300 people are expected to attend.
- xiii. The City of Blue Ridge recognizes the need for the occasional use of signage for temporary purposes, whereby the signage is not permanent, but has a limited life related to the timing of a special event, cause or purpose. This temporary signage is authorized without a permit with the expectation that the purposes of this signage will be accomplished in a specific time period. In all cases, in all zone districts, such temporary signage shall be placed only on private property with the permission of the property owner.

**xiv.** Please Review and fill out the current CDC Events and Gatherings:Readiness and Planning Tool. Please submit with this application. See [cdc.gov/coronavirus](https://cdc.gov/coronavirus) for any updates. The City of Blue Ridge shall have the authority to revoke a permit upon a finding of violation of any rule or ordinance or upon good cause shown.

**(C) CITY'S ABSOLUTE RIGHT OF ENTRY.**

- i. In permitting the use of the facility or space herein before mentioned, CITY does not relinquish and does hereby retain the right to enforce all necessary and proper rules for the management and operation of the said premises. Duly authorized representatives of the City may enter the facility or space to be used, at any time on any occasion without any restrictions whatsoever.

## 2. LICENSE AMOUNT & PAYMENT DUE

(A) The term of this Agreement shall be from the Effective Date until \_\_\_\_\_. LICENSEE shall pay to the City a rental fee for use of the Property by LICENSEE.

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(B) LICENSEE agrees to pay the fee at the time application is turned into the Parks & Recreation Department. Failure to abide by these terms will result in a termination of this agreement.

(C) In order to receive a 100% refund for a cancellation, refunds must be requested in writing to City of Blue Ridge Parks & Recreation Department no later than ten (10) days business days prior to the reservation of the facility or space. Cancellations which occur without the ten (10) days' notice will not receive any refund. Refunds may take up to thirty days to process.

## 3. CANCELLATION OR TERMINATION

The City may terminate this Agreement if determined in its sole discretion to be necessary or desired. In such an instance, a full refund or rescheduling of the event will be offered to LICENSEE.

## 4. INDEMNITY & HOLD HARMLESS

(A) **INDEMNITY.** LICENSEE agrees to indemnify, defend and hold harmless the CITY against all liability, claims, demands and costs of every kind and nature, including but not limited to attorneys' fees at trial and appellate levels and all court costs, damages, expenses, charges, and loss, whether groundless or otherwise, which may be now or hereafter incurred against the City by reason of any suits, actions, claims, proceedings, judgments, or administrative ruling resulting from or in any manner arising out of this Agreement, this License of the LICENSEE'S use of any facility or space.

(B) **WAIVER AND RELEASE.** I/We agree to hold harmless and defend the City against any and all claims for damages, compensation, or otherwise on the part of me, my child(ren) or any other party for whom I am responsible, growing out of or resulting from injury to me, my child(ren) or any other party for whom I am responsible while participating in this program, and to reimburse or make good any loss or damage or costs that the City may have to pay if litigation arises from injury to me, my child(ren) or any other party for whom I am responsible, and I hereby waive any and all rights of exemption, both as real or personal property, to which I may be entitled under the laws of this or any other state as against claims for reimbursement or indemnity by the City of Blue Ridge.

## 5. COMPLETE AGREEMENT

All terms and conditions of this written lease agreement shall be binding upon the parties, their heirs or representatives and assigns and cannot be waived by any oral representation or promise of any agent or other representative of the parties hereto unless the same be in writing and signed by duly authorized agent or agents who executed the Agreement. Such written document must be incorporated by specific reference herein as part of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed and dated the date and year first above written.

**CITY TAX CLERK**

Signature:

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Date:

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**CITY PARK SUPERVISOR**

Signature:

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Date:

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**LICENSEE**

Signature:

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Print Name:

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Date:

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Address:

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City / State / ZIP:

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Phone:

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