

## USER AGREEMENT FOR SPECIAL EVENTS ON MUNICIPAL PROPERTY

This Agreement, entered into effective as of the date the respective signatures are affixed hereunder by the TOWN OF GREENBACK, hereinafter known as City, and \_\_\_\_\_ (hereinafter known as User.)

WITNESSETH;

In consideration of City allowing User to conduct certain Special Events and activities upon property owned by City, Specifically \_\_\_\_\_ (specify event), which will be held on \_\_\_\_\_ (specify date), with an alternate, weather date of \_\_\_\_\_ (specify date), and for good and valuable consideration, the receipt and sufficiency' of which is hereby acknowledged, the parties hereto agree as follows:

1. User(s) do hereby agree to indemnify and hold-harmless City for and from any and all claims of every nature whatsoever for personal injury and damages to property, for and from occurrences upon property owned by City arising out of participation in Special Event Activities.
2. If applicable, User(s) agree to be responsible for obtaining authorization for performances of copyrighted musical works and other material and shall be responsible for ensuring any entertainers have obtained the proper and necessary authorization to perform the material. User(s) further agree to be responsible for obtaining, at their sole cost, all necessary license agreements. User(s) agree to defend, indemnify and save City Harmless from any and all claims, lawsuits, and demands, for or in connection with the performance of copyrighted musical works by entertainers at, during and/or in conjunction with the specified event.
3. User(s) further agree that in conducting activities as referenced herein on property of City, that it shall for itself, it's agents, employees and participants, at all times be subject to and adhere to all rules and regulations of City and all Ordinances and Laws of City and State.
4. User(s) further agree to require all Vendors and Corporate Sponsors (if applicable) to execute waivers wherein all rights of action or claims against City for injuries or damages sustained by any participant in activities conducted on City property shall be waived.
5. In the event any action is brought against City by any person for injuries or damages occasioned upon City property and/or resulting from the Special Event, in addition to the provisions hereinabove set forth, the User(s) agree to be liable for and indemnify City from any and all expenses incurred by City in defending said action and to pay all costs and/or judgements which ultimately might be assessed or adjudged against City which are in excess of the liability insurance coverage hereinabove provided.

WITNESS our hands affixed this date:

User Name (Printed): \_\_\_\_\_

Town of Greenback by (Printed): \_\_\_\_\_

User Signature: \_\_\_\_\_

Town of Greenback By Signature: \_\_\_\_\_

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

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