

**BOROUGH OF DAUPHIN**

Dauphin County, Pennsylvania

**COMMUNITY PARK LICENSE AGREEMENT**

THIS LICENSE AGREEMENT ("Agreement"), made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between BOROUGH OF DAUPHIN, a political subdivision organized under the laws of the Commonwealth of Pennsylvania and having its principal office and place of business at 200 Church Street, Dauphin, Pennsylvania 17018 ("Borough") and \_\_\_\_\_, with a principal address of \_\_\_\_\_ ("Licensee").

WHEREAS, Borough owns and operates municipal park grounds, municipally known as "\_\_\_\_\_" (hereinafter referred to as "Property") which Licensee wishes to enter upon and use for the purposes hereinafter described; and

WHEREAS, Borough is willing to permit Licensee to enter upon and use the Property for the said purpose as hereinafter described on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound hereby, the parties hereto agree as follows:

- 1. The background set forth above is incorporated herein by reference.
- 2. Borough shall permit Licensee to enter upon and use the Property on the dates and during the hours herein defined, for the purposes of (provide description of event): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

3. The dates and hours during which Licensee is permitted to occupy the Property are as follows:

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

b) Hours: from \_\_\_\_\_ (am/pm) to \_\_\_\_\_ (am/pm)

4. Licensee shall, at all times, exercise said license in such manner as to avoid interference with or disruption of Borough's operations. Furthermore, Licensee hereby recognizes and acknowledges that the said license is subordinate to Borough's obligations, as owner or user of the property herein, to the general public and the like. Therefore, Licensee, its officers, employees, agents and servants, shall at all times comply fully and promptly with all of Borough's regulations, directions and instructions. Licensee shall be responsible for cleaning up and removing all trash and refuse on the Property resulting from Licensee's use of the premises. In addition, Licensee shall be responsible for the cost of repairing any damage to the premises, including all fixtures and equipment, resulting from Licensee's use of the premises, including damages caused by persons attending Licensee's event. In the event Licensee fails to properly and completely remove trash and refuse from the Property following the conclusion of the event, but not later than twenty-four (24) hours after the conclusion of the event as set forth in Section 3 above, Borough may withhold all or a portion of the Security Deposit, as provided in Section 8 below, sufficient to cover the cost of removing said trash and refuse, or the cost of making said repairs.

5. Licensee shall indemnify and hold harmless Borough, its officers, employees, agents, servants, successors and assigns, regardless of any negligence on their part, from and against any and all loss, damage, claims, demands, actions or causes of action, suits at law or in equity, judgments, liability or expenses, including attorneys' fees for damages for personal injury, including death, to any person whatsoever, and for damage to property of any person whatsoever, including loss or destruction thereof, arising out of any accident or occurrence, however caused, in or as a result of the exercise by Licensee of the license granted herein.

6. Licensee shall obtain, as a condition precedent to the exercise of any part of the said license, the following public liability insurance coverage in such form and issued by such insurance company as shall be satisfactory to Borough: bodily injury, including death, and personal injury, including without limitation, libel, slander and invasion of privacy, in an amount not less than \$500,000 per person and in an amount not less than \$2,000,000 for all persons arising out of each occurrence; damage to or loss or destruction of property, including loss of use thereof in an amount not less than \$500,000 for each occurrence and not less than \$2,000,000 in the aggregate. Each and every such policy as aforesaid shall expressly provide therein that coverage includes the contractual liability assumed by Licensee pursuant to this License Agreement. Furthermore, each and every such policy shall be endorsed to show Borough as an additional named insured and shall contain a waiver of subrogation rights and shall provide for no less than ten (10) days' notice to Borough of any cancellation or adverse change to such policy.

7. A Certificate of Insurance and applicable endorsements evidencing such insurance shall be furnished to Borough no less than ten (10) days prior to the earliest date set forth in Section 3 hereof. Failure to obtain insurance coverage as provided in Section 6 hereof or failure to furnish a Certificate of Insurance as provided in this Section 7 shall render this Agreement null and void; provided, however, that no act or omission of Borough in relation to the provisions of the said Sections 6 or 7 shall in any way limit, modify or effect the obligations of Licensee under any provision of this Agreement.

8. Immediately upon execution of this Agreement, Licensee shall pay to Borough, by certified check or money order, a fee ("License Fee") in the sum of \$\_\_\_\_\_. Licensee shall also reimburse Borough for any and all costs or expenses incurred by Borough as a consequence of the exercise by Licensee of the license granted herein. Such costs or expenses may include, without limitation, actual costs of materials, supplies, labor and overhead and the actual cost of restoring the property to the condition existing immediately prior to Licensee's exercise of the license. Borough shall provide Licensee with an itemized accounting of all such costs and expenses no later than ninety (90) days following the latest date set forth in Section 3 hereof. Licensee shall remit payment in full by certified check or money order no less than ten (10) days from the date of such itemized accounting. Concurrently with payment of the License Fee herein, Licensee shall deposit with Borough the amount of \$\_\_\_\_\_ ("Security Deposit") to guaranty payment of the aforesaid costs and expenses.

9. Borough may, in its sole discretion, and with or without notice, postpone or cancel the exercise by Licensee of the license granted herein for causes beyond Borough's control. Such causes shall include, without limitation, the laws, regulations, acts, demands or interpositions of any federal, state or local government agency, acts of God, strikes, fire, flood, weather, war, acts of picketing, rebellion, insurrection or terrorism or any other cause beyond Borough's control whether similar or dissimilar to the foregoing. In the event of any postponement or cancellation pursuant to this Section 10, Borough shall have no liability for loss or damage of any kind incurred or claimed by Licensee except that in the case of cancellation, Borough shall refund an equitable portion of the License Fee paid by Licensee pursuant to Section 9 hereof, based on Borough's reasonable estimation of the diminution of value of the license as so terminated; Borough's determination shall be final and binding on the parties.

10. This Agreement may not be amended except by agreement in writing duly signed by authorized officers of the parties hereto.

11. This Agreement may not be assigned or transferred by Licensee to any third party, except if approved in writing by the Borough.

12. If any section of this Agreement or any part of any section herein shall be held unlawful, invalid or unenforceable, that part shall be deemed deleted and without prejudice to the lawfulness, validity and enforceability of the remaining sections and parts thereof.

13. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed the day and year first above written.

BOROUGH:

Attest: \_\_\_\_\_

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

LICENSEE:

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_