

CITY OF CANFIELD VILLAGE GREEN USE AGREEMENT

GENERAL INFORMATION

Name of Company/Organization: _____

Address: _____

Phone: _____

City: _____

Email: _____

State: _____

User/Agent Responsible: _____

Address: _____

Phone: _____

City: _____

Email: _____

State: _____

EVENT INFORMATION

*****Reservation will be declined if there is a conflict with any city-sponsored events.*****

Date Requested: _____ **Time Requested:** _____ : _____ to _____ : _____ **AM** **PM**

Purpose: _____ **Number of Event Vendors:** _____ **Anticipated Attendance** _____

Area(s) Requested:
(see pg.4 for Map)

Quadrant 1

Quadrant 2

Quadrant 3
(includes Gazebo)

Quadrant 4

Event will have the following: (Check all that apply)

Mobile food vehicle

Inflatables

Amplified Sound

Food

Merchandise Sales

Live Animals

Beverages

Tent(s)

Police Protection Requested:

Yes

No

(May be required at the discretion of
City Manager and/or Chief of Police)

Street Closures Requested:

Yes

No

If Yes, specify Street Closure(s): _____

Barricades Requested:

Yes

No

Restroom Access Needed:

Yes

No

The City does not have nor will provide public restroom facilities. It shall be the user's responsibility to provide adequate facilities if needed. User must provide City with copy of rental agreement for portable restroom along with the following proposed type of facility and a site plan indicated where restroom will be located. Portable restrooms are only permitted to be onsite the day of the event and must be removed the next day. Failure to comply with the portable restroom guidelines will result in a \$100 fine for each day the portable restroom(s) are left on the premises.

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RESERVATION INFORMATION/SECURITY DEPOSIT

Reservations are First Come/First Serve Basis: A reservation is not considered accepted until this Agreement is signed and the security deposit, and if required the insurance certificate is submitted to the City Manager. The security deposit will be refunded in full if cancellation is made at least seventy-two (72) hours prior to date requested.

Application must be received and security deposit paid at least seven (7) days prior to the event date.

The amount of the security deposit shall be calculated as shown below by the City Manager, taking into consideration the nature of the intended use and the costs to the City as a result of such use.

INTERNAL USE ONLY			
Certificate of Insurance Required:	Yes	No	Amount of Insurance: \$ _____
Security Deposit Required:	Yes	No	
Estimated Police Costs:	\$	_____	
Estimated Public Works Costs:	\$	_____	
Estimated Damage Recovery Costs:	\$	_____	
Other Costs	\$	_____	
Total Deposit Required:	\$	_____	

- 1) Security deposit will be refunded within thirty (30) business days subject to applicable deductions. The City Manager may deduct from the deposit any amounts necessary to make repairs as a result of the use and all costs specifically incurred by the City related thereto as determined by the City Manager to be necessary or desirable, and the costs of police protection and public works expenses incurred.*
- 2) User(s) shall be solely responsible for damages to any property in rented area and/or for any losses, damages, claims or injuries which might be sustained or which arise as a result of the use of the green, as provided herein.
- 3) The City reserves the right to decline future rentals of any or all City facilities to any party causing damage to City property.

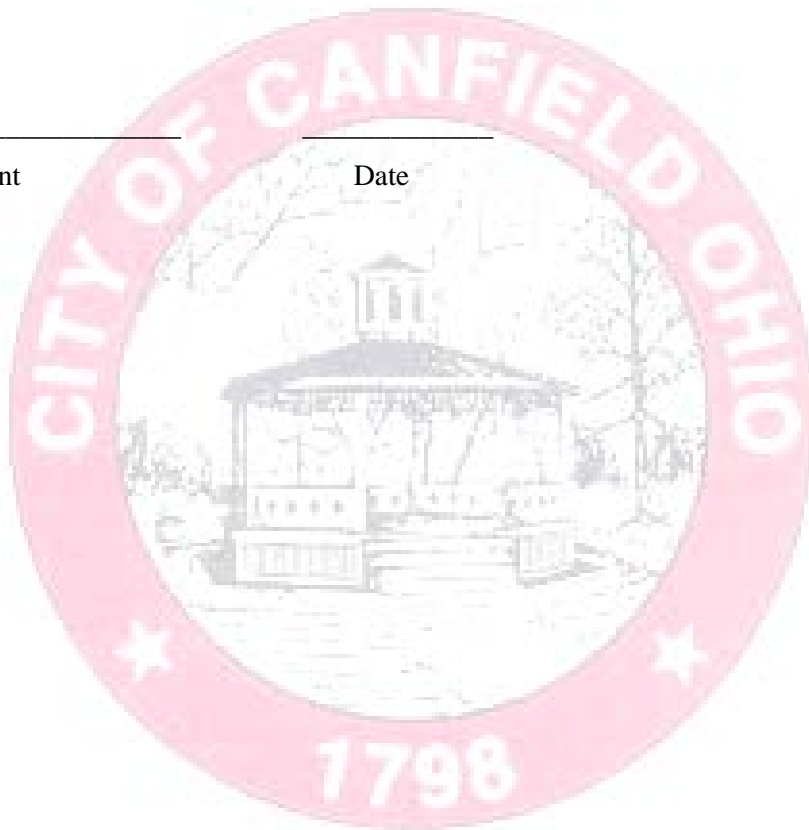
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Release of Liability:

In consideration of the permission granted by the City to _____ (**name of user**) to use the requested City Property, the undersigned irrevocably discharges and releases the City of Canfield and its employees, councilmembers, contractors and agents from all claims, demands, liabilities whatsoever which we may now have or hereafter have, as a result of the use of premises. Further, _____ (**name of user**) shall defend, indemnify and hold the City of Canfield, together with its employees, councilmembers, contractors and agents, from and against any and all claims, losses, costs or damages arising out of or related to the use of the Village Green by _____. (**name of user**)

Signature of User/Agent

Date



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USE OF GROUNDS RULES AND CONDITIONS

Insurance: The City may require insurance to be purchased by the user to be conducted in an amount determined by the City Manager to be sufficient, taking the intended use into consideration. The policy must name the City as additional insured and be otherwise satisfactory to the City Manager.

Electricity: Electricity is available throughout the Village Green; it is the user's responsibility to supply necessary cords, and additional backup power as needed. The user is responsible for any damages caused to City electric supply or any damages as a result of activities initiated by the user.

Site Plan: The City at its sole discretion reserves the right to request a site plan for any and all proposed uses on the Village Green.

Rules and Conditions of Use:

- A. **Use or Sale of Alcoholic Beverages is Strictly Prohibited.**
- B. The Village Green is a public place; the reservation of space does not involve any dangerous activities constitute any exclusive authority or rights granted to the user over the exclusive use of the Village Green.
- C. Users shall leave the area in clean condition and all property of the user event must be immediately removed upon the end of the event.
- D. All recyclable materials must be removed from areas and be recycled properly. All trash must be removed and disposed of in the receptacle located on the green.
- E. Users shall be respectful of others on the Green.
- F. No obscene imagery, language, or gestures are permitted.
- G. The City reserves the right to halt and remove any activity from the Green that is deemed in appropriate or a public nuisance as determined by the City Manager and/or the Chief of Police.
- H. The hours of use shall be during the period between one (1) hour after sunrise and one (1) hours before sundown.
- I. There shall be no undomesticated animals brought to the Village Green.
- J. Any use of the Village Green shall be in accordance with any and all rules and regulations as adopted by the City from time to time related to the use of the Village Green, and the Ordinances of the City of Canfield.
- K. Public Parking spaces are available, however they are limited. User is responsible for securing adequate parking for the event.

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I, the hereby undersigned have read, understand and agree to comply with all the rules, regulations, and conditions of use set forth in this use agreement, the ordinances and laws of the City of Canfield, and the laws of the state of Ohio. I also understand that in violating any of the aforementioned regulations that I may be subject to all applicable and appropriate charges and penalties.

Name of User/Agent: _____

Signature of User/Agent: _____

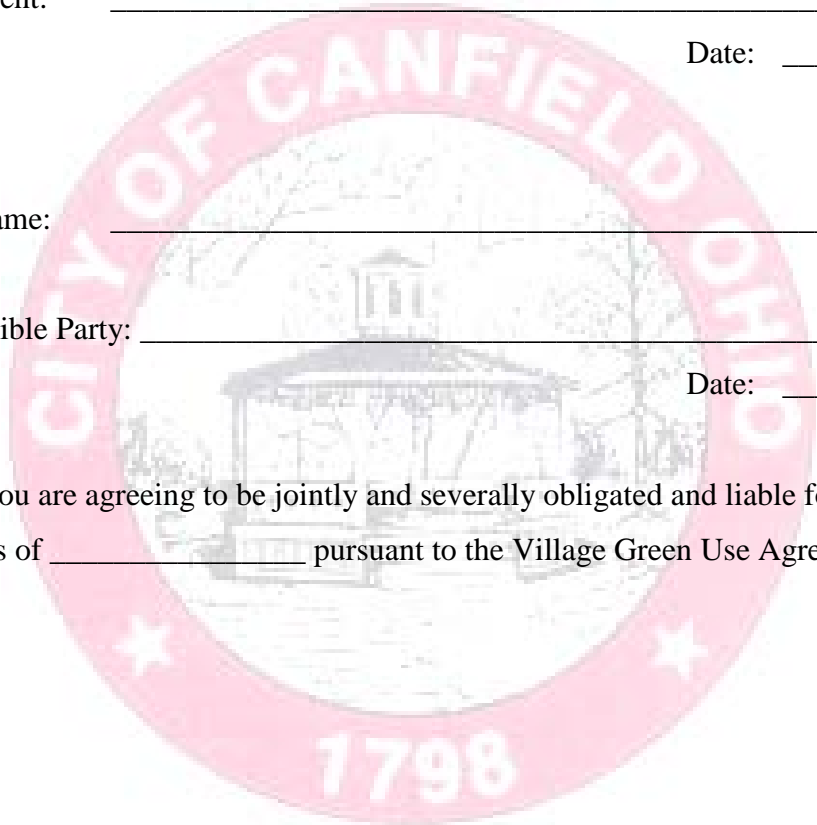
Date: ____/____/____

Responsible Party Name: _____

Signature of Responsible Party: _____

Date: ____/____/____

*By signing above, you are agreeing to be jointly and severally obligated and liable for all of the obligations and duties of _____ pursuant to the Village Green Use Agreement and related documents.



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VILLAGE GREEN QUADRANT MAP

