

## **TERMS OF PERMIT**

A. The premises are permitted to be used by Permit Holder only during those days, times and purposes set for in the Permit.

B. Permit Holder shall not use, or permit others to use, the premises for any use other than those set forth in this permit without the prior written consent of the Township.

C. The permit gives Permit Holder exclusive use of the premises; however, restrooms and all common areas must remain available and open to the public.

D. Permit Holder shall not commit any waste on, or damage to, the premises and will use due care to prevent others from so doing. Permit Holder shall also not operate a nuisance on the premises or use the premises for any unlawful purpose, or allow any other person to do so.

E. Permit Holder shall comply with all park, local, state, and federal laws, rules and regulations.

F. Permit Holder may not make any additions to or alterations of any part of the premises without the prior written consent of the Township.

G. The Township reserves the right to enter upon the premises at reasonable times to inspect the premises, consult with Permit Holder, make repairs or improvements, posting notices, or for any other lawful purpose.

H. The premises must be left in a clean and orderly condition at the end of each day and at the conclusion of any event. The Township may conduct an inspection(s) at any time during the period of this permit and will conduct an inspection after use of Premises. If found damaged and/or unclean, Permit Holder will be billed for any and all costs incurred by the Township as a result of Permit Holder's activity.

I. Permit Holder is required to be on site during the entire event including the complete set-up and strike of the event. This includes all deliveries and removal of all equipment and debris.

J. The attachment of any objects, banners, or materials to trees, light poles or sculptures is prohibited. In addition, the distribution of logo stickers is not permitted. Animals are prohibited in any building or structure located on the premises.

K. A copy of this permit must be retained during the entire time of the event and shown upon request.

L. For events with expected attendance of more than 50 people, the Township requires a comprehensive liability insurance policy with a combined single limit for bodily injury and property damage of \$1,000,000 per occurrence. Endorsements to cover special liability risks may be required depending upon the event. Those events serving or selling alcoholic beverages will need to add Liquor Liability to their policy. The Permit Holder shall be responsible for any and all property damage, arising of or related to the event.

The insurance policy shall name the Board of Canfield Township Trustees as additionally insured and a certificate of insurance must be on file with the Township prior to the event.

M. The Township shall not be liable for failure to provide the premises on the scheduled date(s) and time(s) if due to fire, flood, earthquake, strikes or work stoppages, any interruption of utility services, suspension or interference with performances caused by acts of God, riots or similar occurrences, declaration of war or of national, state or local emergency, construction, or any other unforeseeable causes beyond the reasonable control of the Township. If such a failure occurs, the permit shall terminate.

N. There are NO REFUNDS for fees paid in conjunction with reserving the premises.

O. This permit will not constitute, create or in any way be interpreted as a joint venture or partnership of any kind.

P. No right or interest of Permit Holder in and to this permit is assignable by operation of law or otherwise without the prior written consent of the Lessor. No part of the premises may be sublet to, occupied or possessed by any person other than Permit Holder without the prior written consent of Township.

Q. The Township shall have the right to immediately terminate and declare this Permit void and of no further force effect upon any attempted assignment or sub lease or if the public interest so requires.

R. This permit shall be construed under the laws of the State of Ohio. Venue for any legal proceeding shall be exclusively situated in the Mahoning County Court of Common Pleas or Mahoning County Court No. 5 in Canfield, Ohio.

S. This permit is the entire agreement between the parties concerning the subject matter hereof. Any prior understanding or representation of any kind preceding the date of this permit shall not be binding upon either party except to the extent incorporated in this Permit.

T. Any modification of this permit shall be binding only if evidenced in the writing signed by the parties.

**WAIVER AND RELEASE**

**The Permit Holder hereby fully releases and discharges the Board of Canfield Township Trustees, their agents, employees, and volunteers from any and all claims from injuries, damage, or loss which have or which may accrue as a result of this event.**

**The Permit Holder further agrees to indemnify, defend, and hold harmless the Board of Canfield Township Trustees, their agents, employees, and volunteers from any and all loss, claims, expenses, actions, causes of action, costs, damages, and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of the Permit Holder, its agents, employees, licensees, invitees, vendors, that result in injury to person or damage to property and losses sustained or arising out of, connected with, or in any way associated with the activities of this event.**

**The Permit Holder voluntarily assumes the risk of any and all damage to or loss of any personal property belonging to, or brought on the premises of the event by the Permit Holder, its agents, employees, licensees, invitees, or vendors.**

**The Permit Holder has read fully, understands, and agrees to the terms and conditions of this permit.**

\_\_\_\_\_  
**Permit Holder (Print)**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**