

City of Chadron
License and Management Agreement for Use of Municipal Public Property
for Events

This License and Management Agreement is made and entered into on _____ (date) by and between the City of Chadron, Nebraska, a Municipal Corporation, hereinafter referred to as the "Licensor", and the individual/organization listed below hereinafter referred to as the "Licensee".

Name: _____ **Address:** _____

Organization: _____ **Phone Number:** _____
(Please include the name and phone number of responsible person in charge of event during the actual event time if different than above)

Email: _____

Public Property Being Reserved (Premises) _____

Time/Date: _____ AM/PM to _____ AM/PM on _____ (date).

Use: _____ (i.e.: BBQ, wedding, reception, etc.)

Note, if the reservation is outside the scope of a barbeque, wedding, or reception using a park, please attach a separate sheet outlining the details of the event, a diagram of the layout, and a list of contacts for the day(s) of the event. Events needing this information include those requesting street closures and/or barricades, crossing of the highway, or those open to the public.

1. **Purpose:** Inform the Licensee of his/her rights and responsibilities, and to secure proper insurance coverage for the protection of the City of Chadron. Refer to Insurance Section for further information regarding insurance coverage.
2. **Licensed Premises:** Licensor desires to license to Licensee the Premises as defined above and the structures and improvements associated with the Premises. The parties agree that the Licensee shall have non-exclusive right to use the Premises and such other portions of the Real Property as is necessary for Licensee to access and use the premises on the dates/times outlined above.
3. **Reservation:** The public property shall be reserved on a "first-come, first-serve" basis.
4. **Term:** The License shall be for the term as described above. Either party shall have the right to terminate this License by providing the other party with no less than 48 hours prior written notice. Such notice shall specify the date that the License shall terminate. Notwithstanding the foregoing or any other provision herein, the parties acknowledge and agree that Licensor retains the right, at any time, to terminate this License by written notice to Licensee if such termination is required under the applicable Rules or in the event Licensor determines, in Licensor's discretion that Licensee has failed to manage and operate the Premises in accordance with the Rules. Any such termination shall not relieve the Licensee of their obligations hereunder that have occurred or accrued prior to the termination.

5. **Management:** The Licensee shall be solely responsible for the operation and management of the Premises during the term when the Premises are being utilized for Licensee's event and related activities. Licensee shall be responsible for operating and managing the Premises in accordance with all applicable federal, state, and local laws/regulations and regulations of any governmental entity with jurisdiction over the Premises, including but not limited to Nebraska Department of Health and Human Services Directed Health Measures, and all resolutions and ordinances of the Licensor (collectively the "Rules"). Licensee represents and covenants to Licensor that Licensee is familiar with the Rules and that Licensee shall operate and manage the Premises in accordance with the Rules. Licensee shall ensure that all individuals utilizing the Premises for Licensee's event shall conduct themselves in accordance with the Rules. No activities which create an unsafe environment are allowed. All activities must remain within the Premises. In addition, if alcohol is present, it may only be consumed during the approved event outlined above and requires prior permission from the Chadron Police Department.
6. **Acceptance of Premises:** By taking possession of the Premises, Licensee accepts the Premises in its current condition. Licensee further agrees that Licensor has not provided Licensee with any warranty or representation as to the condition of the Premises and that Licensee has investigated the Premises and has determined to Licensee's satisfaction that the Premises is satisfactory for Licensee's proposed use. Licensee acknowledges and agrees that Licensee is only utilizing a portion of the Real Property that is described herein as the Premises and that Licensors and other parties shall also have the right to use the Real Property during the License Term, subject to reasonable licensing discretion of Licensor. Licensee shall secure Licensor's permission prior to making any improvements or alteration of any nature to the Premise. Licensor reserves the right to withhold its consent in Licensor's sole discretion.
7. **Maintenance:** Licensee shall during the term of this License, and at its sole expense, keep the Premises in good order and repair, reasonable wear and tear expected. Licensee shall be responsible to maintain the Premises in accordance with the Rules so that the Premises may be utilized for permitted activities hereunder. Such obligation shall include, but not limited to, meeting sanitation guidelines, trash removal placed in dumpsters after event, where applicable floors shall be swept/vacuumed and spills cleaned and any other applicable requirements under the Rules. Licensee agrees to promptly notify Licensor of any maintenance or repair that is the responsibility of the Licensor hereunder.
8. **Damage:** Any damages caused by the Licensee and/or any of its guests or invitees, may affect future licenses for public property use to the Licensee. Licensee may be subject to financial charges for any damages and/or repairs.
9. **Setup & Teardown:** The Licensee is responsible for setting up and tearing down all equipment. Assistance from the Licensor's representatives will not be provided.
10. **City's Right to Access:** The Licensor reserves the right to enter the Premises at all times.
11. **Indemnification:** The Licensee agrees to indemnify the Licensor and hold it harmless from any claim, demand, suit or cause of action which may arise out of the use of the Premises by the Licensee or any of its guests or invitees, except those claims, demands, suits or causes of action arising due to the negligence of the City.
12. **Insurance:** At the time this agreement is signed, the Licensee shall provide the City of Chadron with a certificate of insurance proving the Licensee has in full force and effect a comprehensive general liability insurance policy covering the interests of the City of Chadron and Licensee against liability for any injury arising out of the Licensee's use and occupancy of the reserved Premises. Said insurance shall be in the amount of \$100,000.00 for all uses. Furthermore, insurance provided shall name the City of Chadron as an additional insured. All insurance shall be written by insurance companies licensed in the State of Nebraska. *Please note, this section*

only applies if the Event is open to the general public or the Licensee is being monetarily compensated in any manner for or during the event. In addition, this section does not apply to parties affiliated with the Chadron Recreational Program.

- 13. **Safety Equipment:** All activities occurring in the public right-of-way or street between sunset and sunrise shall be required to have lighted barricades to secure the area, or properly placed and equipped safety escorts. Any activity requiring closure/crossing of the highway must be approved by City Council, Supervisors, and City Manager prior to the event being scheduled and/or taking place.
- 14. **Subletting/Transfer of Assignment:** The Licensee shall not be allowed to sublet the Premises. This agreement is non-transferable to another party.
- 15. **Keys:** If the Premises require a key for entrance, arrangements for the pickup and drop-off of the key to the Premises shall be made between the City's representative and the Licensee.

IN WITNESS WHEREOF, the City of Chadron and the Licensee have executed this License and Management Agreement for Use of Municipal Public Property for Events on the date first written above.

FOR OFFICE USE ONLY

Alcohol Usage (Y/N) *COI Needed* (Y/N) *Streets Affected* (Y/N)

Alcohol Permit Attached (Y/N) *COI Attached* (Y/N) *Barricades Needed* (Y/N)

Location of Barricades: _____

Parks _____ *Public Works* _____ *PD* _____ *Streets* _____ *City Manager* _____