## CJ Long Spartan Park License Agreement

Name/Organization/Corporation ("licensee/user")			Contact Person		
Mailing Address			City/State/Zip		
Facility			Purpose		
Date of event	Start time	Stop time	Contact Cell#		

The terms of this Agreement are as follows:

This Agreement by and between Hickory Township ("Licensor") and the "licensee/user" designed hereunder is for the purpose of determining and defining the use of the CJ Long Spartan Park facilities by the said designated "licensee/user", said use being subject to the following Terms and Conditions.

**DAMAGE DEPOSIT**: A deposit in the form of a check shall be made at the time of reservation and will be returned within 4-6 weeks after the event once a determination is made that no damage has occurred to the CJ Long Spartan Park facilities.

**DAMAGE**: Licensor reserves the right to retain any or all of the deposit for any damages, any necessary cleanup costs or any other costs or expenses associated with the use of CJ Long Spartan Park facilities by the designated "licensee/user". Any costs or charges for damages in excess of the deposit shall be paid by the designated "licensee/user" upon receipt of a bill from Licensor and the deposit shall not be considered a waiver of any other additional charges that may occur.

**LICENSE FEE**: The license fee is due and payable at the time of license. Check or Money Order made payable to <u>Hickory Twp. Park Authority</u> are acceptable forms of payment. Checks returned from the bank for insufficient funds or failure to remit the license fee may result in termination of your license privileges. A full refund of license fee shall be returned to the renter if more than 72 hours' notice is given of license cancellation.

	1HR	<b>3HRS</b>	ADDL. HR	DEPOSIT
SMALL PAVILLION	\$20	\$50	\$20	\$25
COMMUNITY BUILDING	\$50	\$125	\$30	\$50
COMMUNITY BUILDING W/ KITCHEN	N/A	\$200	\$50	\$100

\*\*\* 2 separate checks please \*\*\*

**SET UP/CLEAN UP OF PREMISES:** Each "licensee/user", whether organization, group or individual, shall be responsible for set up / clean up for the event. The license includes one half hour for set up and one half hour following for clean up. All surfaces / tables will be wiped down, all garbage (inside and outside of the building) must be bagged and placed in the dumpster, and all contents must be removed from refrigerator that pertained to your event.

**ALCOHOL:** Liquor and alcoholic beverages of any kind are prohibited at CJ Long Spartan Park.

**OPEN FIRES:** No open fires are permitted.

**GRILLS:** Propane grills are permitted, however, they must be used outside and placed at a minimum of 10 feet from roof and structure. Charcoal or wood based cooking is NOT permitted.

FIREARMS: The possession and use of firearms is strictly prohibited.

**LIABILITY:** Licensor shall not, in any event, be liable for any injury or damage to any property or person occurring on or near the CJ Long Spartan Park premises, or for any injury or damage to the premises or to any property of the "licensee/user" or of any other person. The "licensee/user" hereby agrees to indemnify and hold Licensor harmless from and against any and all liabilities, losses, damages, suits, penalties, claims and demands of every kind or nature, including reasonable counsel fees, by or on behalf of any person, party or governmental authority whatsoever, arising out of any incident, injury or damage that shall happen in, upon or about the CJ Long Spartan Park premises during the period of use.

**INSURANCE:** Licensor may require proof of liability insurance.

**LOCK UP:** Licensee/User will be responsible for locking the facility in which they rented (if applicable) at the end of their license time and will be liable if building is left unattended. There is a \$25 charge for unreturned or lost key and/or failure to lock building as specified. Key drop box located at main pavilion.

**DEPOSIT REFUNDS:** Please allow 4-6 weeks after your event to receive the refund.

Licensee/User may not assign or transfer this Agreement or any interest therein.

Licensee/User shall comply with all Township Ordinances, laws of the Commonwealth of Pennsylvania and Park rules.

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership or of joint venture, or of a landlord and tenant, between the parties hereto, it being understood that nothing contained herein, or any acts of the parties hereto, shall be deemed to create any relationship between the parties other than the relationship of Licensor and Licensee/User.

I (We) hereby agree to and accept the terms of this Agreement.

Licensee/User Signature

Date

**RETURN CONTRACT AND DEPOSIT/RENTAL :** 

Hickory Twp. Park Authority PO Box 7401 New Castle, PA 16107

OR DEPOSIT IN DROP BOX LOCATED AT COMMUNITY BUILDING PAVILLION

## CJ LONG SPARTAN PARK COMMITTEE USE ONLY:

Today's Date:	Deposit Amt:	Pmt. Method:
Today's Date:	Fee Amt:	Pmt. Method: