



# Town Of Myersville

TOWN HALL  
301 Main St., P.O. Box 295  
Myersville, MD 21773

Town Office

Phone: 301-293-4281  
Fax: 301-293-3080  
www.Myersville.org

## TOWN OF MYERSVILLE MUNICIPAL FACILITIES LICENSE AGREEMENT

**THIS LICENSE AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Town of Myersville, Maryland, a Maryland municipal corporation (hereinafter “Town”) and, \_\_\_\_\_ (hereinafter “User”).

**FOR AND IN CONSIDERATION** of the mutual promises of each of the parties, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and User agree as follows:

1. User Information. The following information shall be provided by the User:

Name of User (Organization): \_\_\_\_\_  
Direct Contact Person: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

2. Description of the Premises. The Town, as the owner of the premises hereinafter described, grants a license to the User to use the premises under the terms and conditions hereinafter set forth. The Premises for which the license is granted is described as:

<u>Municipal Park</u>		<u>Municipal Building</u>	
Doubs Meadow Park	_____	Doubs Meadow Park Pavilion	_____
Harp Field Park	_____	Grindstone Run Park Pavilion	_____
Grindstone Run Park	_____	MMC Community Room A	_____
Pleasant Walk Park	_____	MMC Community Room B	_____
Trolley Park	_____	MMC Mayor and Council Room	_____
Other: _____	_____	Other: _____	_____

(All property covered by this License Agreement is hereinafter referred to as “the Premises”).

3. Schedule. User shall be entitled to the use of the Premises on the following schedule to the exclusion of other persons or entities (league schedules including practice, games and playoffs must be provided with Agreement submission in order to guarantee reservation), and use of all Town facilities are subject to a 10PM curfew unless otherwise agreed to by the Town:

Day	Date		Time	
	Start	End	From	To
Sunday	_____	_____	_____	_____
Monday	_____	_____	_____	_____
Tuesday	_____	_____	_____	_____
Wednesday	_____	_____	_____	_____
Thursday	_____	_____	_____	_____
Friday	_____	_____	_____	_____
Saturday	_____	_____	_____	_____
Recurrence:	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Daily	<input type="checkbox"/> Weekly	<input type="checkbox"/> Monthly

4. Term of Agreement. This license shall terminate by its own terms on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; provided, however, that in the exercise of its prerogative to terminate a license at will, the Town may terminate this license at any time prior to that date. The Town agrees, however, that in the event that it elects to terminate this license during a seasonal schedule of events (including any post-season schedule) of a User which includes an organized league, it shall make a good faith effort to continue this license in order to permit the User to conclude the full schedule of that specific season.

5. Fees. Fees for use of the premises specified in this agreement shall be in accordance with the following schedule:

User	Required Fees		Facility User Fees Per Hour		
	Res. & Maint. Deposit	Key Deposit	Rooms	Pavilion	Athletic Fields
For Profit	50	20	25	25	35
Non-Profit/ General Public	50	20	10	10	30
Non-Profit Town Groups	50	20	5	5	30
Government	50	20	10	10	30
<b>Total Fee:</b>					
<b>1. Fee for use may be reduced per approval of the Mayor and Council.</b>					
<b>2. All fees are based on an hourly rate, unless otherwise specified.</b>					
<b>3. Pavilion rental for Town residents for personal (non organization) use is waived.</b>					

Note: There shall be a service fee for any check returned due to insufficient funds. There will be a service cancellation fee of \$25.00 unless notification is provided to the Town Clerk at least eight (8) hours prior to the scheduled event. All fees must be paid prior to each scheduled event unless specifically waived as identified herein by the Town.

6. Use of the Premises. User shall use the Premises only for the following purposes and for purposes reasonably ancillary to or necessary for such purpose: \_\_\_\_\_

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Where permitted, User may also use the Premises during its authorized time to operate food or souvenir stand(s) as may be otherwise permitted by law. Such use shall be subject to the terms and conditions of the contracts between the Town and other persons or entities. The Town shall inform the User of any such contracts. All stands shall be operated for the sole purpose of raising funds to support the program or activity of which the User is using the Premises. The Town may require documentation or other evidence to show the use of the funds for such purposes. The User shall make no use of the Premises for any other purpose unless expressly authorized, in writing, by the Town.

7. Fees Charged by User. User may not charge any fees to members of the public to attend or watch events on the Premises, except that User may charge a fee to those individuals or groups which participate in regular or special events sponsored by the User. Any revenues or income generated by such fees shall be used by the User solely for the operation and maintenance of the Premises, construction of Town approved facilities on the Premises, or for providing recreational programs at the Premises. Upon request of the Town, User shall provide an accounting of revenues and expenses relating to User's use and operation of the Premises and the recreational program(s) offered by the User.

8. Public Sales. Reservation of all spaces for the purpose of the sale of personal goods is limited to the charitable benefit activities of legally recognized not-for-profit organizations. Such sales shall be limited to no more than one (1) occurrence at any one (1) location by all users in any given month and limited to no more than two (2) total sales events by any single organization at any combined number of Town facilities per calendar year. All items must be confined within the space reserved, cannot impede ADA accessibility or the access of other user activities, and all items must be removed from the premises by the end of the specified reservation time each day.

9. Construction of and Ownership of Improvements. All permanent fixtures, structures, and improvements to the Premises, whether present at the commencement of this Agreement or installed by Town or User afterward, including but not limited to, restrooms, concessions, dugouts, fencing, backstops, lighting, scoreboards, signs, parking, sheds and goals, shall become and remain the sole property of the Town. User may not place, install or construct any permanent or temporary fixtures, structures, or improvements, including, storage trailers or sheds, on the Premises without the prior written approval of the Town. For any such fixtures, structures, or improvements, the User shall timely obtain all required permits. At the sole discretion of the Town, and upon written request from the User, ownership of any such fixtures, structures, or improvements may be transferred to the User in written document provided to the Town. No such transfer shall be valid unless evidenced by a written document executed by the appropriate official(s) of the Town.

10. Maintenance of the Premises. The duties and obligations for maintaining the Premises shall be as follows:

A. *Grounds:* With regard to athletic fields, the Town shall maintain all fields unless specifically excluded as identified herein. User shall be responsible for:

\_\_\_\_\_ fertilizing      \_\_\_\_\_ field preparation      \_\_\_\_\_ seeding  
\_\_\_\_\_ weeding      \_\_\_\_\_ placement of goals      \_\_\_\_\_ equipment storage

Any temporary structures erected by User shall be maintained and removed and stored by User in accordance with User's seasonal schedule, unless other arrangements are approved by the Town.

B. *Restrooms:* Town shall provide restrooms for use by the public on seasonal basis. Additional portable restrooms may be provided by the Town as deemed necessary for events and at facilities not already provided with restrooms, and at certain locations during off season.

C. *Buildings:* User shall maintain athletic facilities as specified for use by User. Town shall maintain all other buildings and structures.

D. *Trash.* User shall dispose of trash generated from User activities in buildings rooms and park parking areas during the periods of time which User is using the Premises.

E. *Alterations:* User shall not alter or otherwise change the make-up of any structure or facility without prior written approval from the Town.

F. *User Conditions:* User agrees to the following terms and conditions:

1. No alcoholic beverages may be consumed in or around the facility(s) by the User or employees, participants or guests.

2. Smoking is prohibited in all Town facilities.
3. All trash must be placed in proper containers and excess trash from pavilion use shall be placed in plastic bags and located next to the nearest parking lot curb for pick up.
4. Athletic fields may only be used if the fields are not previously reserved for scheduled activities by another User.
5. User will provide all supplies required by the User to conduct the activity.
6. Town provided tables and chairs are to be set up and put away by User.
7. There shall be no food permitted inside buildings unless approved by the Town.
8. User must turn off all lights prior to vacating Premises.
9. User shall enter and exit buildings through the designated room entrances for all times of usage.
10. All activities shall be limited to the date and time specified, unless prior notice is provided to and approved by the Town Clerk.
11. User shall abide by all park rules as posted.

Note: All questions regarding these rules and conditions shall be directed to Kathy Gaver, Town Clerk at 301-293-4281, or [kqaver@myersville.org](mailto:kqaver@myersville.org). In case of an emergency contact Kristin Aleshire, Town Manager at 301-992-1861 or [kaleshire@myersville.org](mailto:kaleshire@myersville.org).

10. Utilities and Services. Utilities shall be provided and paid for as follows, unless otherwise agreed to by the User and Town:

Utility/Service	Town	User	Not Available
Electricity	_____	_____	_____
Water/Sewer	_____	_____	_____
Gas	_____	_____	_____
Telephone	_____	_____	_____
Trash Removal	_____	_____	_____
Other: _____	_____	_____	_____

11. Signs and Advertisements. No sign or advertisement may be installed or displayed on the Premises without the prior written approval of the Town and applicable permits, and any such signs or advertisements installed or displayed without prior written approval and proper permits may be removed by the Town at its sole discretion.

12. Insurance. *User.* Unless specifically waived or covered by the Town, User shall maintain a policy of liability insurance with an insurance carrier approved by the Town in the amount of at least \$1,000,000.00 per occurrence to insure against liability for personal injury,



If the User is not an entity or is an individual or a group of individuals, then such information shall be provided to the Town for all those responsible for assuming compliance with this Agreement. In the event of any change in the information provided, User shall provide current information to the Town within 30 days of any such change of information.

16. Compliance with Laws. User shall comply with the requirements of all laws, statutes, ordinances, orders, resolutions, rules, regulations and other public requirements which are now or may in the future be in effect. User shall not discriminate against any group or individual on the basis of race, color, creed, national origin, gender or sexual orientation in the implementation of the program or activities for which it is using the Premises.

17. Indemnification and Hold Harmless. User shall indemnify, defend and hold harmless the Town, its officers, officials, employees, and agents from and against any and all claims, demands, suits, liabilities, damages, losses and expenses resulting from or in any way arising out of the use of the Premises by the User, its agents, servants, volunteers, participants, or employees, which causes, directly or indirectly, any bodily injury, illness, death or other damage to any persons or any property, including, but not limited to the property of the Town.

18. Release. User shall be responsible for the care and maintenance of any of its personal property which it may use, place, maintain or store on the Premises. Town shall not be responsible for any loss, damage, or injury which may result from or in any way relate to User's use of the Premises, and user hereby releases Town from and against such liability. User shall be responsible for advising its employees, volunteers, and participants of the terms of this Release and indemnification provisions of paragraph 17.

19. Damage to Premises. User shall be responsible for any loss, injury or damage to the Premises, or any portion thereof, or contents being used which is caused, in whole or in part, by the negligence or intentional act of User or its agents, employees, volunteers, participants, or guests. In the event that any such damage occurs, User shall promptly either repair or replace the damaged property in a manner as determined by the Town and at the sole expense of the User. The failure to make and pay for such repairs or replacement may, in the sole discretion of the Town, result in the termination of the License Agreement by the Town. The Town may also pursue any other remedies it may have either at law or in equity.

20. Right of Refusal. The Town reserves the right to refuse an application for use for any reason. The Town reserves the right to require any and all persons to leave the Premises for misconduct or disturbances which may occur.

21. Construction of Agreement. This License Agreement shall not be considered as a transfer or conveyance of any interest in real estate, and shall be considered only a License. This Agreement shall be construed in accordance with the law of the State of Maryland. The paragraph titles are not binding on the parties but are simply for the convenience of the parties.

**I agree under penalty of perjury that I have read and understand this document and that all of the information I have submitted is true and correct to the best of my knowledge and judgment, and that I am authorized to sign this document on behalf of the entity represented herein.**

**WITNESS** the hands and seals of the parties hereto the date and year above written.

**ATTEST:**

\_\_\_\_\_

Town Clerk

**TOWN OF MYERSVILLE**

By: \_\_\_\_\_(Seal)

Mayor

**WITNESS:**

\_\_\_\_\_

(Required prior to approval)

**USER**

\_\_\_\_\_ (Seal)

Organization or Individual Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Name/Title (Printed)