



Myersville Town Hall
301 Main Street
P.O. Box 295
Myersville, MD 21773

TOWN OF MYERSVILLE

TOWN OFFICE

Phone: (301) 293-4281
Fax: (301) 293-3080
Hours 8:00 am – 4:00pm
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: _____ E-mail: _____

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. All property covered by this license is hereinafter referred to as the "Premises".

3. **Schedule.** User shall be entitled to the use of the Premises as herein agreed to the exclusion of other persons or entities for the time period specified. Seasonal League schedules including practices, games and playoffs must be provided with Agreement submission in order to guarantee reservation.), Use of all Town facilities are subject to a 10PM curfew (all parks close at dusk) unless otherwise agreed to by the Town: User shall submit Agreement at least one week prior to the date upon which the User is seeking to reserve the facility.

4. **Term of Agreement.** This license shall terminate by its own terms upon expiration of the dates and times specified 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.

5. **Fees.** Fees for use of the premises specified in this agreement shall be in accordance with the fee schedule. Fee for use may be reduced per approval of the Mayor and Council. All fees are based on the rate sheet unless otherwise specified. Pavilion rental for Town residents for personal (non-organization) use is waived. There shall be a service fee for any check returned due to insufficient funds. There may be a service cancellation fee of \$25.00 unless notification is provided to the Town Clerk at least two (2) business days prior to the scheduled event. All fees must be paid prior to each scheduled reservation unless specifically waived as identified herein by the Town.

6. **Use of the Premises.** 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.

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. 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 yard sales 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 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, 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. 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. Additional portable restrooms may be provided by the Town as deemed necessary including for specific User events.
- C. **Buildings.** User shall maintain athletic facilities as specified by the Agreement including any amendment approved as part of the Agreement.
- D. **Trash.** User shall dispose of trash generated from User activities in all buildings, rooms parks and 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 shall be placed in plastic bags and located next to the nearest receptacle for pick up.
 - 4. Reservation of use of athletic fields shall only be for those fields identified and for only those dates and time specified by the User. The Town will determine when fields are open and available for use.
 - 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. Use of electronic amplified audio devices must be approved by the Town. User must provide equipment details, date and time of use, schematic layout, and direction equipment will be projected.
10. User shall enter and exit buildings through the designated room entrances for all times of usage.
11. All activities shall be limited to the date and time specified,
12. User shall abide by all park rules as posted.
13. Maximum capacities shall be enforced for all locations.
14. Storage of materials by the User at Town facilities must be approved by the Town

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

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, death or property damage arising out of, or relating in any way to, either directly or indirectly, the User's use and maintenance of the Premises. The Town shall be named as an additional insured on any such policy, and the User shall provide to the Town, as part of this signed license agreement, a certificate of insurance or other appropriate documentation to evidence such insurance coverage. User shall be solely responsible for obtaining any desired insurance coverage to insure against damage to User's personal property or other personal property not owned by the Town.
TOWN. Town shall maintain insurance on buildings and structures on the Premises in the same manner and in similar amounts as it maintains on other similar Property owned by the Town. Regardless of whether the Town does or does not maintain such insurance, the Town shall not be obligated to repair or replace any such building or structure or to incur any cost in excess of any existing insurance coverage.
13. **Assignment, Liens and Encumbrances.** User may not assign this Agreement, or permit any other person or entity to make use of the Premises under the Authority of this Agreement, without the prior written approval from the Town. User may not encumber or permit to become encumbered the Premises or any portion thereof, or do any act or fail to do any act which results in a lien or encumbrance against the Premises or any portion thereof.
14. **Current User Information.** User, if an entity, shall provide the Town with a current list of its officers, including name, title, home address and telephone number. 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. User shall designate a specific point of contact which can be reached at all times, including emergencies, for all communication with the Town for all matters associated with use of the Premises by the User.
15. **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 age, race, color, creed, national origin, gender or sexual orientation in the implementation of the program or activities for which it is using the Premises.

16. **Indemnification and Hold Harmless.** User shall indemnify 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.
17. **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.
18. **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.
19. **Right of Refusal.** The Town reserves the right to refuse an application for cause. The Town reserves the right to require any and all persons to leave the Premises for misconduct or disturbances which may occur.
20. **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 OF MYERSVILLE

_____ By: _____ (Seal) Town Clerk
Mayor

WITNESS:

USER

_____ (Seal)
Organization or Individual Name

Signature

Name/Title (Printed)

Myersville Facility User Agreement Fee Schedule 2022

Municipal Facility	Facility Request	Usage Purpose	Rates			Date			Time		Total Hours	Total Fee
			Deposit	Fee	Per	Start	End	From	To			
Doubs Meadow Park												
Park Pavilion (weekday)			\$50.00	\$50.00	event							
Park Pavilion (weekend)			\$50.00	\$75.00	event							
Minors Baseball Field			\$50.00	\$25.00	hour							
Majors Baseball Field			\$50.00	\$25.00	hour							
Tee Baseball Field			\$50.00	\$25.00	hour							
U-12 Soccer Field			\$50.00	\$25.00	hour							
U-14 Soccer Field			\$50.00	\$25.00	hour							
Grindstone Run Park												
Park Pavilion (weekday)			\$50.00	\$50.00	event							
Park Pavilion (weekend)			\$50.00	\$75.00	event							
Overnight Camping			\$50.00	\$25.00	event							
Harp Park												
Park Pavilion (weekday)			\$50.00	\$50.00	event							
Park Pavilion (weekend)			\$50.00	\$75.00	event							
Softball Field			\$50.00	\$25.00	event							
Basketball Court			\$50.00	\$25.00	hour							
Tennis Court			\$50.00	\$25.00	hour							
Myersville Municipal Center												
Community Room			\$50.00	\$25.00	hour							
Municipal Parks												
Flook Park			\$50.00	\$50.00	event							
Gaver Park			\$50.00	\$50.00	event							
Memorial Park at Trolley Station			\$50.00	\$50.00	event							
Other Facility												
List:			\$50.00	TBD	TBD							
Name of Applicant:												
Insurance Information	Carrier:											
	Policy:											