

GILES COUNTY AGRI-PARK USE APPLICATION AND AGREEMENT

The mission of the Giles County Agri-Park is to provide a venue for celebrating agricultural history, promoting agricultural enterprise, and encouraging youths in agricultural pursuits, for the mutual benefit of Giles County and the civic organizations stipulated by the Charter. The Agri-Park is dedicated to preserving our rich agricultural heritage, promoting responsible land stewardship, and enhancing the overall quality of life for our community.

USER INFORMATION:

Name of group/organization/individual: _____

Federal Tax ID / EIN: _____

Address: _____

City: _____ State: _____ ZIP: _____

REQUESTED FACILITY:

Volunteer Hall
\$125 – 4hrs
\$250/day

Livestock Barn
\$125 – 4hrs
\$250/day

WILL THIS EVENT BE A PRIVATE GATHERING OR OPEN TO THE PUBLIC:

Private

Open to Public

REQUESTED DATE(S) & TIME(S): _____

PROPOSED USE:

Name of activity: _____

Describe your proposed activity and how you plan to advertise your activity:

RESPONSIBLE PERSON *(must be same as individual completing application):*

Contact information for the primary person who will be responsible for use of Volunteer Hall or Livestock Barn under this application and for on-site supervision during the event/activity:

Name of responsible person: _____

Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone: _____ Email: _____

The responsible person must submit acceptable photo identification along with this application, upon request.

INSURANCE

Applications for events open to the public or otherwise using vendors, charging any participation fee, charging a fee for admission, parking, or inviting the public at large will furnish a Certificate of Insurance listing Giles County and Giles County Agri-Park, Inc. as additional insureds.

(a) Lessees proposing small events to which the PUBLIC AT LARGE is invited (less than 5,000 attending) are required to furnish a minimum of \$1,000,000.00 liability coverage and minimum \$100,000.00 property damage coverage. A certificate of insurance must be received by the Giles County Executive’s Office 48 hours prior to the event.

(b) Lessees proposing large events to which the PUBLIC AT LARGE is invited (5,000 or more attending) are required to furnish a minimum of \$2,000,000.00 liability coverage and minimum \$200,000.00 property damage coverage. A certificate of insurance must be received by the Giles County Executive’s Office 48 hours prior to the event.

ATTENDANCE, SECURITY AND SUPERVISION:

List how many people are expected to participate in or otherwise attend your activity (attach additional sheets if necessary): _____

If your proposed event is open to the public, a Law Enforcement/Security Plan may be required at the discretion of the Board or County Executive, and for all club-sponsored events who will be using park grounds. Either law enforcement, private security, or both, may be required for an event, as determined by the County Executive and Sheriff’s Office. User must employ, at User’s expense, such security and safety personnel as required by the Agri-Park Board or the County Executive. User agrees to pay the County Executive’s Office, in advance, a fee of \$40 per hour per person for any County personnel who must be on-site, as determined by the sole discretion of the Agri-Park Board or the County Executive, during the event. Provide your security, supervision and crowd-control plan (attached additional sheets if necessary): _____

RESTROOMS, TRASH AND PARKING:

Provide your plan for the following (attach additional sheets if necessary):

Restroom Facility and Trash Clean Up: _____

Parking: _____

I have read and fully understand and agree to the terms and conditions set forth herein and acknowledge receipt of Appendix A and Appendix B.

| | |
|------------------|--|
| <u>Applicant</u> | <u>Giles County Agri-Park Designee</u> |
| Signed: _____ | Signed: _____ |
| Name: _____ | Name: G. S. Stowe |
| Title: _____ | Title: County Executive |
| Date: _____ | Date: _____ |

Application denials may be appealed to the Agri Park Board Chair c/o County Executive, PO Box 678, Pulaski TN 38478

Appendix A – Use Application and Agreement

- A. A \$400.00 Deposit is required with all reservations excepting 4-hr single facility leases. Deposit and Use Fee(s) shall be paid at the time this Application is submitted. Deposit is refundable unless there are unanticipated charges or the facilities are not returned in clean, good working condition.
- B. The Use Fee for Volunteer Hall is \$125.00 for up to four hours, or \$250.00 per day. Use Fee for the Livestock Barn is \$125.00 for up for four hours, or \$250.00 per day.
- C. Your completed application, accompanying documents, deposit, and Use Fee must be submitted at least 30 days before the date of your proposed activity. If the proposed user does not timely provide required documents, information, or fees, the proposed use will be deemed abandoned. All facility use fees and deposits are non-refundable.
- D. This Agri-Park Board is not bound by this Agreement until the Agri-Park Board Chair or County Executive approves the Agreement and signs below. Application denials may be appealed to the Agri-Park Board.
- E. Upon approval and signature of this Agreement by the Agri-Park Board or the County Executive, this Agreement becomes the parties' final expression of their agreement. It constitutes the full and entire understanding between the parties with respect to the subject hereof. This Agreement may be amended only by a writing signed by all parties that has been approved by the Agri-Park Board. Oral agreements or amendments are unenforceable.
- F. The Agri-Park Board grants the User a revocable license to use Volunteer Hall or Livestock Barn for the date and time identified for purposes of the activity identified. Use of Volunteer Hall or Livestock Barn includes a right of access and the use of parking as indicated for parking purposes only. User and User's employees, agents, contractors, invitees or guests must stay within the area of Volunteer Hall or Livestock Barn and the parking area subject to the license granted herein and are prohibited from using any other portion of the Agri-Park.
- G. Use of Volunteer Hall or Livestock Barn is subject to the terms of this Agreement and the Giles County Agri-Park Policies and Regulations established by the Agri-Park Board, and all other local, state and federal laws and ordinances. The Agri-Park Board reserves the right to change or modify its policies and regulations at any time. By signing this Agreement, User acknowledges receipt of the current policies and regulations of the Agri-Park Board.
- H. The Agri-Park Board has the right to enter any and all facilities at any time without notice.
- I. User shall take the premises "as-is." Changes and alterations may be made at User's expense; provided, User must first obtain written approval of any changes or alterations from the Agri-Park Board or the County Executive, and upon such terms as the Agri-Park Board or the County Executive shall deem necessary. User shall return the premises back to its pre-event condition at User's sole cost and expense. User shall be liable for any repairs to the premises necessary due to User's changes or alterations, or due to User failing to return the premises to its pre-event condition.
- J. User will, if deemed necessary, submit to a post event walk-through of the premises. The walk-through will be performed by and signed off on by a Giles County employee or a designee of the Agri-Park Board. Within five days of the conclusion of a club-sponsored event, User will submit a printed post-event report to the Agri-Park Board. The report shall include the event name, the date of event, the total number of participants and spectators and a statement of all

entrance charges or fees charged or collected. The post-event report shall be signed by the User's Responsible Person confirming the accuracy of information in the report.

- K. User is responsible for filing any required federal, state or local tax returns, and for payment of all taxes due resulting from the User's event.
- L. User shall indemnify and hold harmless Giles County, the Agri-Park Board, and the officers, agents and employees of either of them (the "Indemnified Persons") against any and all loss and liability, including attorney's fees, and User shall defend at its own expense, with counsel chosen by the Agri-Park Board, any action brought against any of the Indemnified Persons arising out of or pertaining to this Agreement or the User's use of the facilities.
- M. User shall pay for any and all damages to the facilities or to any property or equipment owned by the Agri-Park Board or any other property of Giles County resulting from the use of the facilities. User is responsible for clean-up, garbage removal and returning all equipment (tables, chairs, etc.) to its proper storage location. Garbage is to be deposited in the park dumpster. Livestock Barn must be cleared of animal deposits. Lights, thermostats and refrigerators must be returned to their initial settings. The Agri-Park Board shall provide User with a revised invoice at the conclusion of the event which shall show the final charges for use of the facilities, including utility expenses and the costs incurred by the Agri-Park Board to repair or replace any damaged property, structures or equipment, clean-up any facilities, remove garbage or return equipment to its proper storage location. User shall remit the balance due within five days of the date of the invoice. Failure to pay the invoice in full entitles the Agri-Park Board to pursue its legal rights to enforce the terms of this Agreement.
- N. Property owned by the Agri-Park Board, including any equipment, fixtures and personal property shall not be removed from premises. All equipment and effects belonging to the User, its agents or anyone associated with User shall be removed prior to the expiration of the license granted hereunder. Any remaining equipment or effects shall be considered abandoned, and the Agri-Park Board is entitled to remove and store or dispose of any such equipment and effects. In the event the Agri-Park Board stores any abandoned equipment and effects, User agrees to pay the store rate established by the Agri-Park Board.
- O. The Agri-Park Board and Giles County shall not be responsible for any loss or damages to any property of the User or User's employees, agents, contractors, invitees or guests, caused by theft, fire, riot, strikes, acts of God, negligence or other causes whatever nature or kind. IN NO EVENT SHALL THE AGRI-PARK BOARD OR GILES COUNTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, LOST PROFITS OR ANY LIKE EXPECTANCY DAMAGES ARISING OUT OF THIS AGREEMENT. THE LIABILITY OF THE AGRI-PARK OR GILES COUNTY SHALL BE LIMITED TO REIMBURSEMENT OF ANY USE FEE PAID BY AND DEPOSIT RECEIVED FROM USER.
- P. User agrees and acknowledges that this Agreement is personal to the User, and as such, User may not assign User's rights hereunder without the prior written consent of the Agri-Park Board. Any assignee approved by the Agri-Park Board shall be bound by the terms and conditions of this Agreement.
- Q. Any matters not herein expressly provided for shall be decided by the Agri-Park Board, in its sole and absolute discretion.
- R. The Agri-Park Board's approval of this Agreement does not constitute any endorsement of the event by the Agri-Park Board or Giles County. User will not use the name of the Agri-Park Board or Giles County in any way that suggests endorsement of the User's event.

- S. The Agri-Park Board reserves the right to terminate User's license hereunder (1) upon default by the User, (2) upon the discovery of any misrepresentation by User or failure to perform any condition or term of use contained herein, or (3) upon written notice of termination delivered to the User's address above. Upon any termination of User's license, the User's sole remedy shall be return of any Use Fee paid and Deposit. Upon any termination of User's license, the Agri-Park Board is entitled to refuse to allow User to take possession of the facilities, or if User is already in such possession, to stop all activities of User and remove User therefrom.
- T. User may surrender license hereunder at any time upon written notice to the Agri-Park Board, in which event the Agri-Park Board will retain the Use Fee paid and Deposit as liquidated damages and any dates reserved will be released for use by other parties.
- U. In any suit or action relating to this Agreement, the Agri-Park Board shall be entitled to recover its costs and expenses, including attorney's fees as awarded by the Court. User hereby consents, for purposes of any action relating to this Agreement, to the jurisdiction of courts sitting in and for Giles County, Tennessee, which shall be the exclusive venue for all such actions.

Appendix B - GILES COUNTY AGRI-PARK POLICIES AND REGULATIONS

The following policies and regulations are addenda to the Facility Use Application and Agreement and govern use of the Agri-Park.

1. Use of the Agri-Park by individuals and organizations other than Club Members or Giles County shall be limited to Volunteer Hall and the Livestock Barn.
2. The use of any vendor requiring the electric or water services must be approved prior to an event and is otherwise strictly prohibited.
3. Tampering with any facility camera or surveillance equipment is prohibited.
4. No drugs, explosives, or fireworks are allowed on the premises at any time. Alcohol use is prohibited; waivers may be considered by the Board on a case-by-case basis.
5. Campfires are prohibited. Any grilling in camp stoves with open flames, wood, or charcoal, must be approved prior to the event.
6. Use of the Agri-Park and persons in the Agri-Park shall follow all ordinances, laws, and polices of Giles County, Tennessee, and all Agri-Park Rules, Regulations, Policies and Procedures. Performances and activities involving adult-oriented entertainment, pornography, or public indecency, as defined by Tennessee statutes, are prohibited.
7. The Walking Trail and associated parking will remain open to the public during designated park hours. The Walking Trail is to be used solely as a walking or jogging path and may not be obstructed in any way.
8. The Giles County Agri-Park is not responsible for any personal or professional articles or possessions that may be lost or stolen from Lessee and/or Lessee's guests, event participants, or contracted service providers such as security, emergency, maintenance, or other such personnel

during their use of the facilities and/or grounds.

9. No on-site materials (signs, decoration, lighting) may be stapled, nailed, screwed, or in any way permanently or semi-permanently attached. All signage must be removed from county property immediately after events.
10. All dogs must be kept on a leash. Any person with a dog shall clean up after the dog if it deposits feces in the park. The dog owner or handler is solely responsible and legally liable for injury from any bites or attacks and for any property damage to said victim or the park.
11. Only club-sponsored events specially approved by the Agri-Park Board may utilize the park grounds. Any club-sponsored event utilizing a "bounce house" or any type of inflatable obstacle course must have an attendant on duty at all times.
12. No lessee excepting official club-sponsored events shall require any admission and or gate fee to any event.
13. All vehicles must remain in designated areas. Vehicles, golf carts, ATVs, and other equipment must be operated at a safe speed at all times.
14. Any violation of the rules and regulations of the Giles County Agri-Park will result in termination of lease and any individual or organization involved in violating the lease will be barred from any future use of the property.
15. Any matters not expressly covered by this Policy, the Facility Lease Procedure, or Park Rules shall be determined at the discretion of the Agri-Park Board.