

FACILITY USE AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement") made and entered into this _____ day of _____, _____, by and between the **CITY OF PATTERSON**, a municipal government chartered by the State of Georgia, acting by and through the Patterson City Council (hereinafter referred to as "the City"), and _____, (hereinafter referred to as the "lessee"),

WITNESSETH

WHEREAS, the Lessee desires to use recreational fields and/or facilities owned by the City;

WHEREAS, the City desires to allow the Lessee to use such recreational fields and/or facilities;

WHEREAS, the parties desire to set forth in this written Agreement their respective roles and responsibilities with respect to the use, maintenance, and upkeep of such recreational fields and/or facilities;

NOW THEREFORE, for and in consideration of the mutual promises and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Lessee hereby agree as follows:

1. **TERM:** The term of this agreement shall be (check appropriate rental term)
 - Daily
 - Weekly
 - Monthly
 - Other (specify) _____

2. **PREMISES:** The Lessee shall have the right to use the recreational fields and/or facilities under the terms and conditions set forth herein.

3.
 - Football Field and Facilities**
 - Daily \$50 – specify date(s) _____
 - Weekly \$50 – specify date(s) _____
 - Monthly \$200 – specify date(s) _____
 - Other _____
 - Insurance Policy required
 - Pavilion**
 - Daily \$125 – specify date(s) _____
 - BBQ Grills \$100
 - Security Deposit \$100
 - Other _____
 - Classroom**
 - Daily \$50 – specify date(s) _____

- Concession Building/Kitchen**
 - Daily \$75 – specify date(s) _____
 - Security Deposit \$100

- Gym**
 - Daily \$75 – specify date(s) _____
 - Weekly \$75 – specify date(s) _____
 - Monthly \$250 – specify date(s) _____
 - Other _____

4. **SCHEDULE OF USE:** The City reserves the right, and shall have first priority, to use the recreational fields and/or facilities at any time. Nothing contained herein shall prevent the use of such recreational fields and/or facilities by the City or other citizens of the City of Patterson during the times when Lessee shall not have reserved such under this Agreement.

5. **PERMITTED USE:** The Lessee shall have the right to use the recreational fields and/or facilities for the purpose stated in this Agreement.
 - Purpose: _____

6. **COVENANTS AND RESPONSIBILITIES OF LESSEE:** In consideration of its purpose in using the recreational fields and/or facilities as set forth herein, the Lessee covenants and agrees to do as follows:
 - Lessee shall remit payment at the signing of this agreement.
 - Lessee shall be responsible for leaving the recreational fields and/or facilities as found prior to use. The Lessee shall notify the City of any problems prior to use.
 - The Lessee shall indemnify the City as set forth herein and shall maintain in full force and effect the terms and limits of insurance as requested by the City. (Proof of insurance attached.)
 - If requested by the City, the Lessee shall have all parents of minors who will be practicing on any recreational fields and/or facilities to sign liability waivers and release forms provided by the City.
 - The Lessee shall not allow any mechanic's or materialman's lien, or other lien, charge, or order for payment of money to be filed against the property of the City of Patterson. If any such lien is filed against the property because of the act or omission of the Lessee or its agents, the Lessee shall immediately cause the same to be paid in full and discharged.

7. **COVENANTS AND RESPONSIBILITIES OF THE CITY:** In consideration of the mutual promises contained herein, the City covenants and agrees as follows:
 - The City shall make available to the Lessee the recreational fields and/or facilities stated in the TERM and PREMISES of this agreement.
 - The parties recognize and agree that there may be unforeseen circumstances that require the City to perform maintenance or other work on such recreational fields and/or facilities. In such event, the City shall make all efforts so as not to interfere with the Lessee's scheduled use of the recreational fields and/or facilities.
 - The City shall timely bill the Lessee for any damages to said property(ies).

8. **INDEMNIFICATION:** The Lessee hereby indemnifies and holds the City harmless and free from any liability, damage, expense, cause of action, suits, claims, or judgments for injury to person or property which may arise out of the act or negligence of the Lessee, its employees, contractors, servants, agents, representatives, invitees,

or from the use of the Premises by the Lessee, its employees, contractors, servants, agents, representatives, invitees, except injury or damage that results from the affirmative negligence of the City, its agents and employees. The Lessee further indemnifies and agrees to hold the City harmless in connection with damage or injury to the City, the Premises, the Fields or property or persons of the City's other tenants or any other party or person, id due to the act or neglect of the Lessee, its employees, contractors, servants, agents, representatives, invitees or business visitors or their invitees, agents, representatives or employees. The Lessee further indemnifies the City and agrees to hold the City harmless from all costs and expenses related to any such claims for which the Lessee would have an obligation to indemnify the City, including all expenses such as court costs and attorney's fees incurred by the City relative thereto; the Lessee shall promptly reimburse the City for any such expenses incurred.

9. MISCELLANEOUS PROVISIONS.

- Survival. Termination of this Agreement shall not affect the rights or obligations of the Parties which arise prior to the termination.
- Assignment. Except as otherwise provided within this Agreement, no Party hereto may transfer or assign this Agreement without the prior written consent of the other Parties.
- Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.
- Entire Agreement. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement. The Recitals above set forth are part of this Agreement.
- Modifications Must Be in Writing. This Agreement may not be changed orally. All modifications of this Agreement must be in writing and must be signed by each Party.
- Further Action. The Parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.
- Good Faith, Cooperation and Due Diligence. The Parties hereto covenant, warrant and represent to each other good faith, complete cooperation, due diligence and honesty in fact in all the performance of all obligations of the parties pursuant to this Agreement. All promises and covenants are mutual and dependent.
- Savings Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the date and year first above written.

CITY OF PATTERSON, GEORGIA

BY: _____
HON. R. D. THOMAS, JR, Mayor

ATTEST: _____
RAY CUNNINGHAM, City Clerk

LESSEE

BY: _____