



**Butner Athletic Park
Facility and Field Use License Agreement**

Date: _____

Person/Group Requesting Facility (“Licensee”): _____

Facilities/Fields & Date/Time Requested:

Facilities/Fields	Date/Time	Fees Required <i>(To be completed by Town Staff)</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____

CONDITIONS:

Fee Terms: Licensee agrees to pay Town of Butner \$_____ for the use of the designated facility area(s) plus any additional services provided by the Town of Butner or used by Licensee according to the *Facilities and Fee Schedule*. Payment must be made by check, cash or money order payable to the Town of Butner.

Town’s Right to Move Licensee’s Space: In permitting the use of space hereinbefore mentioned, the Town of Butner (also referred to as “Town” or “Licensor”) reserves the right to assign an alternate space for use by the Licensee in the event that the designated use area is unavailable for any reason as determined in the Town staff’s sole discretion. The Town agrees that assignment of alternate space will be utilized only in extreme cases.

Compliance with Laws and Regulations: Licensee will comply with all laws, ordinances and regulations adopted or established by federal, state or local government agencies or bodies, and by all facility rules and regulations as provided by the Town of Butner and Licensor will require that its agents or employees likewise comply.

Cancellation by Licensee: Cancellation of practice and special event bookings must be made at least twenty-four (24) hours prior to the date of use in order for a full refund of the license fee to be made. Cancellation of tournament bookings must be made at least one week prior to the date of use. If a tournament organization cancels three times without proper notice, all future bookings will require a deposit paid in advance. Once a deposit has been made, tournaments must cancel at least one week prior to the date of use in order to be entitled to a full refund.

Cancellation Due to Weather: If use of field or facilities is reasonably prevented because of weather conditions and the Licensee does not reschedule, the Licensee shall be entitled to a refund of the rental fee. Whether weather conditions reasonably prevented use of the designated area(s) shall be determined in the sole discretion of Town staff.

Services Provided: For the multipurpose field, the Town shall provide a scoreboard with controller, lines and goals/nets. For the ball fields, the Town shall provide scoreboards with controllers, bases, movable pitching mounds and/or rubbers, and lines for games. L-screens are available upon request.

Town's Right to Entry: In permitting the use of the space hereinabove mentioned, the Town does not relinquish and does hereby retain the right to enforce all necessary and proper rules for management and operation of said premises. Duly authorized representatives of the Town may enter the premises to be used, and all the premises, at any time on any occasion without any restrictions whatsoever. All facilities, including the area which is subject to this Agreement, and all parking areas, shall be under the charge and control of the Town.

Injury to Property or Facilities: Licensee shall be responsible for damage or injury to facilities and equipment resulting from its use of Butner Athletic Park beyond normal wear and tear that is reasonably expected from the permitted use.

Removal of Property and Trash: Licensee shall remove all of its property from Butner Athletic Park following its permitted use of the designated use area(s) specified above. Licensee shall also be responsible for ensuring that all trash on the premises is properly disposed of and that such disposal is made in accordance with any and all rules adopted by the Town or other applicable law.

Concessions/Meeting Room: Access to the concessions room is only granted to concessionaire or with written permission by the Town. Access to the meeting room is by reservation only.

Playgrounds/Picnic Areas: Playground and picnic areas are available for use by the licensee during license period. These areas are also open to the public during license period and during daily park hours. Use of these areas may not be restricted by licensee.

Rules and Regulations Incorporated by Reference: All rules and regulations adopted by the Town concerning the rental and use of the Butner Athletic Park will be provided to the Licensee as a supplement to this Agreement and said rules and regulations are incorporated by reference herein. Compliance with said rules and regulations does not relieve the Licensee of Licensee's obligation to comply with any other laws, rules, regulations, or ordinances governing Licensee's activities.

Nonexclusivity of Use: The Licensee shall have the right to use the facilities specifically denoted above upon the terms and conditions described in this Agreement. However, the Town may permit citizens to use the facilities at Butner Athletic Park at any time for general recreational

activities. The Town may also permit other parties to use facilities not specifically assigned to Licensee in Town's sole discretion.

Insurance: Licensee shall procure and maintain general liability insurance with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. The general liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage. Licensee shall provide the Town with a copy of such insurance upon request.

The policy shall name the Town as an additional insured and certificate holder. The certificate holder should be shown as: Town of Butner, 415 Central Avenue, Butner, NC 27500. A Certificate of Insurance is required to be submitted no later than five (5) business days prior to event or tournament.

Indemnity: The Town assumes no responsibility for injury, damages or losses of any kind or nature incurred by those using the facilities and/or participating in activities at Butner Athletic Park. Many of the sports and activities occurring at Butner Athletic Park are physically demanding and involve some amount of risk or injury. Each individual participating in such activities is responsible for his or her safety. By agreeing to use the facilities at Butner Athletic Park, Licensee agrees to protect, defend, indemnify, defend, and hold the Town and its elected and appointed officials, employees, affiliates, agents, and servants (the "Released Parties") harmless from and against any and all claims for damages to persons and/or property arising from the occupancy and use of the facilities and premises at Butner Athletic Park licensed hereunder, including the related parking areas, buildings and equipment, by the Licensee, its servants, agents, invitees, and licensees, and whether before or after the stated term of this Agreement, or for the stated purpose of this Agreement. Licensee further agrees to protect, defend, indemnify, defend, and hold the above Released Parties from and against any and all claims for damages to the Licensee's property and that of Licensee's agents, employees, invitees, and licenses related to the use and occupancy of the facilities and premises.

Those using Butner Athletic Park also agree to be responsible for the safety and securing of their personal belongings and vehicles. The Town of Butner assumes no liability for any loss, damage or theft of any personal property or vehicles brought on the premises.

Licensee acknowledges that he/she has received and read a copy of the *BAP Facility and Field Use Agreement* _____ (initial)

Licensee acknowledges that he/she has received and read a copy of the *BAP Facilities and Fee Schedule* and the *Butner Athletic Park Rules* _____ (initial)

Licensee acknowledges that he/she has received, read, completed, and executed a copy of the *BAP Use Application* _____ (initial)

Licensee agrees to the above, and supplemental rules and regulations, and agrees to use the designated fields _____ (initial)

TOWN OF BUTNER

Date Received: _____

Received By: _____

Fee(s) Paid: _____

Date Paid: _____

LICENSEE

Date Signed: _____

Name: _____

Organization: _____

Mailing Address: _____

Phone: _____

E-mail: _____