



**FACILITY USE LICENSE AGREEMENT
SOLDIERS MEMORIAL SPORTS ARENA (SMSA)
Butner, NC**

Date: _____
Person/Group Requesting Facility (“Licensee”): _____
Facilities/Courts & Date/Time Requested

Facilities/Courts	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). If additional facility areas are used during the license period, licensee agrees to pay Town of Butner subsequent amount. Payment must be made by cash, check for money order and made payable to the Town of Butner.

Town’s Right to Move Licensee’s Space: In permitting use of the 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 the assignment of an 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 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 in order for a full refund of the license fee to be made.

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

Services Provided: The Town shall provide two scoreboards and controllers for end courts, volleyball poles, nets and pads.

Town's Right of 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 the Soldiers Memorial Sports Arena ("SMSA"), its parking area and grounds (the "Premises"). Duly authorized representatives of the Town may enter the Premises to be used, and all of 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 of Butner.

Injury to Property or Facilities: Licensee shall be responsible for damage or injury to facilities and equipment resulting from its use of the SMSA 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 the Premises 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 resulting from its use of 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: Licensee shall not sell concessions on the Premises without permission from the Town. Consent may be withheld in Town's sole and absolute discretion.

Rules and Regulations Incorporated by Reference: All rules and regulations adopted by the Town concerning the license and use of the Premises shall 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.

Non-exclusivity 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 the Premises 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 27509. A Certificate of Insurance is required to be submitted no later than five (5) business days prior to event or tournament.

Indemnity: The Town of Butner 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 the Premises. Many of the sports and activities at the Premises 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 the Premises, Licensee agrees to protect, 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 at the Premises 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, and hold the above Released Parties harmless from and against any and all claims for damages to Licensee's property and that of Licensee's agents, employees, invitees, and licensees related to the use and occupancy of the facilities and Premises.

Those using the Premises 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.

The following documents are incorporated herein by reference:

Licensee acknowledges that he/she has received and read a copy of the **SMSA Rules and Regulations for Leasing Courts and/or Meeting Rooms** _____ *(initial)*

Licensee acknowledges that he/she has received a copy of the **SMSA Licensing Policy and Requirements** _____ *(initial)*

One or more of the following documents are incorporated herein by reference:

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

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

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

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

TOWN OF BUTNER

By: _____
Date: _____
Fee Paid: _____
Date Paid: _____
Receipt #: _____

LICENSEE

By: _____
Date: _____
Name: _____

Title: _____
Organization: _____
Mailing Address: _____

Phone: _____
E-mail: _____