

**TOWN OF WARTRACE, TENNESSEE
HORSE SHOW GROUNDS USE AGREEMENT**

This *USE AGREEMENT* made and entered into this ____ day of _____, _____, by and between *THE TOWN OF WARTRACE, TENNESSEE*, a municipal corporation duly created and operating under the laws of the State of Tennessee, hereinafter referred to as the "Town", whose business address is 29 Main Street, Wartrace, Tennessee 37183, and _____, hereinafter referred to as the "User", whose mailing address is _____.

_____ Check if 501(c)3 Organization (attach tax exempt certificate)

WITNESSETH

WHEREAS, the User desires to use the Wartrace Horse Show Grounds and/or Winnette Ayers Park for the purposes of holding the _____; and

WHEREAS, the Board of Mayor and Aldermen for the Town has approved the use of such public property for such purposes under the following terms and conditions;

NOW THEREFORE, in consideration of the terms and conditions hereof, the parties agree as follows:

I. PREMISES

The Town does hereby agree to allow the User exclusive access to the Wartrace Horse Show Grounds (hereinafter referred to as "Grounds"), located at 124 Bridgeview St., Wartrace, Bedford County, Tennessee, and limited access to the parking lot of Winnette Ayers Park, located at 129 Bridgeview St., Wartrace, Bedford County, Tennessee, for the express limited purpose stated above on the date(s) of _____.

II. TERM

The User shall be granted access to the Grounds beginning at 3:00 PM on the ____ day of _____, _____, and such exclusive use shall cease at 12:00 PM on the ____ day of _____, _____.

III. RENT & DEPOSIT

The User promises to pay the Town the rental sum of Three Hundred Dollars (\$300.00) for the use of the Grounds and Parking Lot, which sum is to be paid upon the User's execution of this agreement.

IV. USE OF PREMISES

The User agrees to maintain the premises in normal condition and promises to keep said premises in a clean and orderly appearance during the lease. The User will pay the costs, as determined by the Town, of repairing any damage, which may be done to the premises or any fixtures, furniture or furnishings thereof by an act of the User or anyone visiting the Premises. The User stipulates that its duly authorized officer or representative has examined the premises prior to the execution of this lease and is satisfied with the physical condition of said premises, and the User's taking possession thereof shall be conclusive evidence of its receipt of said premises in a safe, sanitary and sightly condition and in good repair.

V. ASSUMPTION OF LIABILITY

The User shall assume all risks instant to or in connection with the activity to be conducted hereunder and shall be solely responsible for all accidents or injuries whatsoever of any nature or kind to persons or property caused by its use of these premises. The User further agrees to indemnify the Town and save it harmless from any and all claims or liability for personal injuries or other damages to any person, including injuries resulting in the death of any person which injury or death is occasioned by or in connection with the use of the premises herein rented. The User further assumes full responsibility for the character, acts and conduct of all persons admitted to said premises by the consent of the User. User shall obtain and maintain continuously in effect at all times necessary during the term of Use agreement, at User's sole expense, liability insurance sufficient for coverage of the event, protecting Town against any and all liability arising by reason of User's conduct incident to the use of the Premises, or resulting from any accident occurring on or about the roads, driveways or other public places, including runways and taxiways, User shall provide a copy to the Town such certificate of insurance, certifying that such insurance is in force and effect. User agrees to notify Airport in writing as soon as practicable of any claim, demand, or action arising out of an occurrence covered hereunder of which User has knowledge, and to cooperate with the Town in the investigation and defense thereof.

In leasing the premises, Town does not relinquish the right to control the management thereof, and to enforce all necessary and property rules for management and operation of the same, and Town, through its Mayor, Board of Aldermen, policemen, firemen and other designated representatives, shall have the right at any time to enter any portion of said premises for any purpose whatsoever.

User agrees to prohibit the possession and use of alcohol on the premises.

In witness whereof, the parties have agreed upon the above written.

TOWN
The Town of Wartrace
P.O. Box 158
Wartrace, TN 37183

USER
Name:
Address:

Signature:

Signature:

BY: Mayor Brian Ross

BY:

Print Title