

**SHARPTOWN PARKS & RECREATION COMMISSION
CHERRY BEACH PAVILION USE AGREEMENT**

SECTION I

Name of Licensee (Individual Responsible) _____

Name of Group/Organization/Company _____

is requesting permission to use the Pavilion _____
(type of event)

on _____, _____ from _____ to _____, _____ people will use site.
day of week month/day/year time time number

SECTION II

Cherry Beach Pavilion \$75 fee

CANCELLATION POLICY

REFUNDS IN CASE OF CANCELLATION WILL BE GRANTED, IF REQUESTED THREE (3) WEEKS PRIOR TO THE DESIRED DATE. ALL REFUNDS ARE SUBJECT TO A 10% SERVICE CHARGE. REFUNDS WILL NOT BE GRANTED WHEN ACTIVITY IS CANCELLED DUE TO INCLEMENT WEATHER. IN THIS CASE, ANOTHER DATE MAY BE SCHEDULED PENDING DATE AVAILABILITY.

SECTION III

Special Conditions:

A. Will an admission charge be made? Yes No

B. Do you intend to have alcoholic beverages? Yes No

C. Other special requests? _____

SECTION IV

If granted, this contract shall be issued with the understanding that I, _____
Licensee

of _____

Address of Licensee

Work Phone: _____ Home Phone _____

in submitting this application am familiar with all policies which regulate the use of the Facility (Section 5) and have made the participating members of our organization familiar with the same. I accept responsibility on behalf of the organization for the activity stated in this agreement.

Witness

Date

Licensee

***Note: Cherry Beach Park is open from dawn to sunset.
Public swimming at your own risk.***

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Park/Pavilion Site Inspection

Upon completion of the activity, a site inspection will be held. Should the facility be damaged or require pick-up of litter, the licensee and/or group using the facility will be assessed the actual cost for returning the facility to the original condition. The actual cost will include labor and all repair expenses. This fee must be paid within thirty (30) days or the Commission will begin collection proceedings and the licensee/group precluded from future park and pavilion usage. Emergencies: The weekend number for on-call maintenance is _____. This number is to be called only for actual emergencies.

SECTION V

Use of Facility The facility shall be used only for the purposes specified in the Agreement. The licensee agrees to use the facility in such a manner so as to comply with all state, county, and municipal orders and regulations; and not to use the facility or permit the same to be used for any disorderly or unlawful purposes. Failure to use the facility in conformity with the purposes specified in this agreement will be considered a violation of this agreement. The Commission may terminate this agreement and immediately re-take possession of the facility for any violation of this agreement.

- A. Under no circumstances should the licensee or organization make any alterations, install equipment, or make attempts to maintain facilities except for trash clean-up. The facility should be returned to its normal condition except for normal wear.
- B. The Sharptown Parks and Recreation Commission reserves the right to restrict groups from providing alcoholic beverages on its premises. In all cases, when such requests are approved, it is the responsibility of the organization to adhere to the rules and regulation of the Wicomico County Liquor Board.
- C. Groups shall observe the approved times for commencement and conclusion of the activity as requested in Section I of this agreement.
- D. Camping and campfires are not permitted on Park Property. Fires shall be confined to barbecue grills only.
- E. All trash must be properly disposed of in receptacles provided for the purpose.
- F. The Sharptown Parks & Recreation Commission reserves the right to refuse or cancel this agreement for any reasonable cause. Every attempt will be given to provide the organization adequate notice.
- G. Licensee shall not assign this license or any interest thereto to any other person or persons without the prior written consent of the Licensor.

Indemnity Agreement: Licensee and licensee's organization acknowledge and agree that neither Town of Sharptown nor its agents and employees shall be responsible for any expenses, losses, damages, claims, lawsuits or liabilities that are in any way cause by or result from the use of the Town property authorized by this permit. Licensee further agrees for himself and for the group which he represents that each person attending and the group shall be jointly and individually responsible for any and all expenses of, cost of defense, losses to, damages or claims made against Town of Sharptown or their agents and employees that are in any way caused by or result from the use of the Town property under this permit.

Licensee further accepts the site "AS IS" and releases, discharges and waives the Town from any and all rights of action, either legal or equitable, which he has or ever may have against the Town by reason of use of the said site, excepting only any such injury or damage resulting from the willful acts of the Town.

SECTION VI

[] Approved

[] Approved with the following changes/conditions:

[] Not Approved

Date

Signature of Commission Representative