CITY OF URBANA
205 South Main Street, Urbana, Ohio 43078
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PARKS AND RECREATION
CITY PARK USE AGREEMENT

Form Updated January 1, 2026

This agreement between the City of Urbana, (hereinafter referred to as "City"), and the person or entity listed below, (hereinafter referred to as "person/entity"), for the use of City of Urbana property upon the terms and conditions set forth in this agreement.

1. Parties: The parties to this agreement are:
   a) City: City of Urbana
      Attn: Office of Administration
      Address: 205 South Main Street
      Urbana, Ohio 43078

   b) Person/Entity: (Include responsible party's name, entity name if applicable, address, and contact phone and email)

      _____

      _____

      _____

      _____

2. Premises: The premises associated with this agreement include the following:

   _____

   _____

3. Term: The term of this agreement (list dates/time):

   _____

   _____

4. Fee(s): Please check with the Office of Administration for any applicable fees.

5. Use: During the authorized dates/times and term, the person/entity may use the designated area for the agreed-upon activities under the following conditions:
   a) All appropriate state, county, and city regulations will be observed by participants (including City Park Rules & Regulations as found in Administrative Regulation 26—Park & Recreation). Person/Entity shall not conduct any activity which will increase the City's insurance premium.
   b) The Person/Entity will be responsible for maintaining and operating the programs in coordination with the Office of Administration.
   c) Participants of the Person/Entity's program must conduct themselves, and the use of their equipment and vehicles, in a safe and lawful manner.
   d) All property, tangible and intangible, of either the Person/Entity or participants, including customers/visitors in, about or upon the designated premises, shall be at the sole risk and responsibility of the individual owner of the property.
   e) Any license required, (concession, vendor, etc.), is the responsibility of the Person/Entity; all appropriate City forms relating to vending must be completed.
   f) No fee or admission charge can be collected unless prior approval is received from the City Administration.

6. City's Responsibilities:
   a) List any expectations you have of the City:

_____

_____

7. Person/Entities Responsibilities:
   a) If Person/Entity is registered or affiliated with a 501(c)(3) the following must be included to be considered eligible to apply (and updated prior to any subsequent term)
      i. Current Form 990 signed and filed
      ii. Previous year's financial statement – prepared, signed and filed by an authorized third party
      iii. Current set of by-laws and code of conduct
      iv. Complete list of current Board members (with contact information)
   b) Ensure participants (including legal guardians of minors) sign a City approved waiver of responsibility which releases the City from all claims resulting from and all injuries sustained while participating in the activities. The signed waiver of responsibility forms shall be maintained by the Person/Entity for a minimum of two years. No participants shall be allowed to participate in organized events conducted under this agreement until the waiver of responsibility has been signed.
   c) The Person/Entity shall not make any alterations, additions, or improvements of a structural nature on the premises.
   d) Liability insurance must be maintained by the Person/Entity. The Person/Entity agrees that it will indemnify and hold the City harmless from any and all liability, arising from injury to persons or property, within the premises. The City includes its elected officials, employees, agents, and staff. The Person/Entity shall carry and keep in full force and effect public liability insurance in the amount of one million dollars ($1,000,000.00) combined single limit, and property damage coverage of at least one hundred thousand

($100,000.00). All of such policies of insurance shall name the City as an additional insured and shall provide that such policies of insurance may not be cancelled without first giving the City thirty (30) days prior written notice. The Person/Entity shall furnish certificates of insurance or duplicate policies to the City.

e) Ensure the premises are maintained and returned in a clean condition (similar to how it was received).

f) Responsible for damages above and beyond normal wear and tear.

8. Cancellation of Agreement: The City of Urbana reserves the right to cancel this agreement if violations of this agreement, Park Rules & Regulations, or other violation of City, State, or Federal law occurs.

Signed this _____day of _____, 20___

For the City of Urbana

By: _____
Spencer Mitchell
City Administrator

For Person/Entity

By: _____
Signature

_____
Name (Print)

_____
Position/Title (Print)

Approved as to Form

By: _____
Matthew Watson
City Law Director