

# City of West Plains

1910 Holiday Lane, P.O. Box 710  
West Plains, MO 65775  
417-256-7176

## PROPERTY USAGE AGREEMENT

This agreement must be signed by the LICENSEE prior to the use of any property owned by the City of West Plains.

Licensee Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

### WITNESSETH:

1. **PURPOSE:**

LICENSEE shall have the right to occupy the areas covered under this agreement for the sole purpose of:

Participating in the Old Time Music / Ozark Heritage Festival

2. **AREA:**

LICENSEE is granted the use of the following property:

West Plains Civic Center and Surrounding City Properties

3. **Period:**

LICENSEE is granted use of the above property on the following dates/dates, during the hours as specified. Use of the property in excess of the time set forth may result in an additional charge.

Start Date: June 16, 2016

Start Time: 4:00pm

End Date: June 18, 2016

End Time: 12:00am (Midnight)

4. **INDEMNIFICATION AND INSURANCE:**

LICENSEE agrees to assume, defend, indemnify, protect and hold harmless The City of West Plains and the Old Time Music / Ozark Heritage Festival, its officers, employees and agents against any and all claims, demands, actions or cause of action of whatever kind, arising or resulting directly or indirectly from the use of property by LICENSEE, its contractors, customers, agents, officers or employees covered under this Agreement. LICENSEE shall further indemnify and hold harmless the City of West Plains and the Old Time Music / Ozark Heritage Festival from all loss or expense arising from liability or claim of liability for injuries or damages to persons or property sustained or claimed to have been sustained by anyone by reason of the use of the property for the reasons covered under this Agreement, whether such use was authorized or not, or by any act of event covered under this Agreement. LICENSEE shall further indemnify and hold harmless the City of West Plains and the Old Time Music / Ozark Heritage Festival from all loss arising from any liability or claim of liability for injuries or damages to persons or property sustained or claimed to have been sustained by anyone by reason of the use of the property for the

reasons covered under this Agreement, whether such use was authorized or not, or by any act of omission by the City of West Plains or the Old Time Music / Ozark Heritage Festival. LICENSEE shall further agree to pay for any and all damages to the property if such loss or damage is the result of the event covered under this Agreement.

5. **LEGALITY:**

No activity of any type shall be permitted in violation of Federal, state and local laws.

6. **PUBLIC SAFETY:**

LICENSEE shall at all times maintain the property in full regard for public safety and agrees to abide by all regulations as required by local authorities and the City of West Plains Safety Coordinator responsible for insuring public safety.

A. **Interruption or Termination:**

The City of West Plains and the Old Time Music / Ozark Heritage Festival shall have the right to interrupt or terminate any activity when in the sole judgment of the City of West Plains or the Old Time Music / Ozark Heritage Festival such an act is necessary in the interest of protecting the safety of the public.

7. **LICENSEE PROPERTY:**

LICENSEE shall assume all responsibility for any equipment or goods placed in or on the City of West Plains' property. LICENSEE further indemnifies and holds harmless the City of West Plains and the Old Time Music / Ozark Heritage Festival from any claims from anyone for loss or damage to property placed on the premises of the City of West Plains.

8. **DEFACEMENT:**

LICENSEE shall not injure, mar, nor in any manner deface the property or any equipment contained thereon, and shall not cause or permit anything to be done whereby the property or equipment thereon shall be in any manner injured, marred or defaced. LICENSEE agrees that if the property is damaged by the act, default, negligence of the LICENSEE, patrons, guests or any persons admitted to the property by LICENSEE, then LICENSEE shall pay to the City of West Plains upon demand such sum as shall be necessary to restore the property to their original condition, ordinary wear and tear expected.

9. **ALTERATIONS AND ADDENDUMS:**

No alterations, variations, additions or addendums to the terms of the Agreement shall be valid unless so stated in writing and signed by both LICENSEE and the City of West Plains.

10. **AUTHORITY AND JURISDICTION:**

Any privilege, right or pre-eminence of authority not herein defined or clearly expressed shall be construed in accordance with the laws of Missouri and any action herein must be brought in the District Court of Howell County, Missouri. All matters not authorized expressly by the terms of this contract shall be reserved to the discretion of the City of West Plains.

\_\_\_\_\_  
(Licensee)

Date \_\_\_\_\_