

**WILLIAMSON COUNTY PARKS AND RECREATION  
ATHLETIC FACILITIES - LIMITED USE AGREEMENT**

**THIS LIMITED USE AGREEMENT** ("Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Williamson County, Tennessee, a county governmental entity of the State of Tennessee ("COUNTY") on behalf of the Williamson County Parks and Recreation Department ("WCPR"), and \_\_\_\_\_ ("USER"), each referred to as a "Party" or jointly as the "Parties." The USER's representative is \_\_\_\_\_ who shall be the contact person responsible for ensuring that the terms of this Agreement are adhered to.

**TERMS AND CONDITIONS:**

- 1. Athletic Facility Location.** The location of the Athletic Facility is \_\_\_\_\_ ("Facility").
- 2. Limited, Revocable License.** The COUNTY grants to USER, and USER accepts, a limited, revocable permission to use the Facility solely on the Event Dates, and only during the Event Hours, subject to the terms and conditions as agreed upon herein. USER agrees to use the Facility in accordance with any additional terms and conditions provided by the COUNTY. The COUNTY makes no representation, statement, or warranty, express or implied, by or on behalf of WCPR as to the condition of the Facility or as to the use that may be made of the Facility. WCPR shall have the unrestricted right to enter the Facility area at any time. USER shall have no interest in the Facility or the right to use the Facility unless specifically granted herein.
- 3. Dates of Use.** The term of this Agreement shall be specifically for the dates and times set forth in Exhibit A. The USER shall have the right to use the Facility during the term of this Agreement but only as specified in this Agreement and at the times scheduled by WCPR.
- 4. Facility Condition.** USER will at all times, keep all areas of the Facility and surrounding areas clean. All rubbish and garbage resulting from USER's use of the Facility must be collected and removed from the property upon conclusion of each days use and disposed in an appropriate and lawful manner.
- 5. Limited Use.** The USER shall use and occupy the Facility in a safe and careful manner and in compliance with all applicable municipal, state, and federal laws and rules and regulations pertaining to the Facility or other recreational facilities, and all other rules and regulations prescribed by the fire and police departments and other governmental authorities as may be in force and effect during the use. USER shall not do any act during the term of this Agreement which will in any way mar, deface, alter, injure, and damage in any manner any part of the Facility. The USER shall be held financially responsible for any and all damages to the Facility and for any court/attorney fees that may stem from the attempt to collect any and all damages or money otherwise owed.
- 6. Inclement Weather.** In the event of inclement weather, this Agreement may be terminated by WCPR. In the event that the prevailing weather conditions either make, or are likely to make, continuation of an event impractical, WCPR may terminate this Agreement.
- 7. Responsibility for Damage.** The USER or any person/organization using the Facility shall be held responsible for the entire cost of any and all damages occurring to the Facility, equipment, and the surrounding area. Prior to the use, the USER shall inspect the Facility and note any damages that exist prior to the USER's use. USER shall contact WCPR prior to using the Facility should USER

discover any damages. If the USER fails to contact WCPR concerning any damages, the USER shall be responsible for the damages and waives its rights to declare preexisting damages to the Facility. Damages may include, but are not limited to, any damage to equipment such as lights, bleachers, fencing, sporting equipment, fixtures, and any structure. WCPR shall be responsible for hiring any third party to fix or replace the damages to the Facility caused by USER, its employees, volunteers, invitees, and/or agents at the cost of the USER. USER agrees to pay the total cost of the damages within ten (10) working days of receiving a detailed invoice.

**8. Use Fee.** USER agrees to pay all deposits and fees as defined in Exhibit B. USER shall tender the full amount of the fees and deposit at the time this Agreement is signed. Failure to pay the full amounts owed shall be grounds for the COUNTY to revoke the USER's permission to use the Facility and terminate this Agreement. USER shall be responsible for all applicable taxes associated with the USER'S use of the Facility.

**9. Insurance.** USER, at its own expense, shall maintain, during the entire use of the Facility, a policy or policies of commercial general liability insurance, including personal injury and property damage in the amounts as defined by the COUNTY's Risk Manager. USER shall provide a copy of the certificate of insurance to WCPR. USER agrees that such policies shall be non-cancelable except upon thirty (30) days' prior written notice to WCPR. Throughout the term of this Agreement, USER shall provide an updated certificate of insurance upon expiration of the current certificate.

**10. Assumption of Responsibility.** USER expressly assumes full responsibility for all persons acting on behalf of or through USER with respect to USER's use of the Facility, including USER's employees, agents, members, invitees, customers, visitors, volunteers, and licensees.

**11. Termination for Breach.** USER shall be in default of this Agreement if: (1) it fails to pay any amounts due under this Agreement; (2) it breaches any provision of this Agreement or any rules and regulations promulgated by WCPR pertaining to the Facility; (3) it violates any applicable laws or ordinances during its use of the Facility; (4) it abandons the Facility before the end of the event without restoring the Facility to its previous condition as required herein; or (5) it shall dissolve or cease doing business as a going concern or become insolvent or bankrupt. Upon default by USER, COUNTY may declare USER in breach to take immediate possession of the Facility and all COUNTY owned property and terminate this Agreement. Upon termination based on breach of this Agreement, USER shall pay any and all unpaid fees together with all other costs, expenses, or damages suffered by the COUNTY as a result of the breach of this Agreement or related to the use of the Facility. No single or partial exercise of any right or remedy available to the COUNTY shall preclude any other or further exercise of a right or remedy.

**12. Indemnification/Hold Harmless.** USER agrees to indemnify, defend, and hold the COUNTY and WCPR, its employees, officers, contractors, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the USER'S use of the Facility, its employees, volunteers, vendors, participants, spectators, and USER'S agents. In addition, USER shall indemnify and hold harmless COUNTY and WCPR, its officers, agents, and employees from any claims, damages, costs, and attorney fees for injuries, death, or damages arising in part or in whole, from the negligent or intentional acts or omissions of USER, its officers, servants, volunteers, employees, vendors, and agents, including its sub or independent contractors, in connection with the performance of this Agreement or use of the Facility.

**13. Loss/Theft.** COUNTY shall not be responsible for theft, loss, or damage to the property of USER or USER's employees, participants, invitees, or agents that occurs during the use of the Facility by USER unless such theft, loss, or damage is caused directly by the gross negligence of the COUNTY, its officers, or employees.

**14. Liability.** USER shall be liable for any and all claims, losses, expenses, injuries, or damages arising out of or in any way related to the use of the Facility or by reason or any act or omission, including breach of contract or negligence not resulting from the willful or intentional conduct of the COUNTY.

**15. Assignment and Subletting.** This Agreement cannot be assigned or subleased by either Party.

**16. Discrimination.** The USER shall comply with the provisions contained in Title VI of the 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the use of the Facility. In addition, the USER agrees that it shall not forbid any participant from receiving services due to race, creed, color, national origin, age, or sex nor shall it subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

**17. Protecting Young Victims from Sexual Abuse and Safe Sport Authorization Act of 2017 ("Safe Sport Act").** USER warrants that it complies with all applicable policies and procedures to prevent any type of abuse as required by the Safe Sport Act. The USER further warrants, to the degree USER is subject to the Safe Sport Act, that it complies with all reporting requirements concerning suspected abuse, has established reasonable procedures to limit one-on-one interactions between minor athletes and adults, and has developed a means to educate and train its coaches, members, and trainers concerning recognition of possible abuse and the obligation to report any suspected abuse.

**18. Americans with Disabilities Act (ADA) Compliance.** Compliance with applicable provisions of the Americans with Disabilities Act (ADA) is required for use of the Facilities unless otherwise exempt. USER shall be responsible for complying with ADA requirements concerning the use of the Facility to accommodate attendees' special needs.

**19. Residual Matters.** Any matters not expressly covered by this Agreement or by applicable rules and regulations adopted by the COUNTY shall be determined by the WCPR Director or the Williamson County Mayor.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates recorded below.

USER:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name/Title: \_\_\_\_\_

Phone No.: \_\_\_\_\_

WILLIAMSON COUNTY, TENNESSEE - WCPR:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Gordon Hampton, WCPR Director