

# THE PACE WATER SYSTEM

## PACE PROPERTY USE AGREEMENT

It is The Pace Water System's (PWS) desire that all patrons who periodically use PWS's property, (the "Pace Property") are able to enjoy the Pace Property. This agreement has been set in place to achieve that goal.

The person signing this agreement and the organization on whose behalf the Pace Property rental is being made (collectively the "Renter") are responsible for compliance with this agreement. All Renters are required to read and sign this Pace Property Use Agreement as part of the rental before the Pace Property can be used by Renter. Please carefully read the entire agreement, fill out the Renter Information and Event Information sections, initial at the bottom of each page, and sign in the signature page at the end of this document.

### 1. RENTER INFORMATION

Organization \_\_\_\_\_  
Contact name \_\_\_\_\_  
Tel.: Cell \_\_\_\_\_ Work \_\_\_\_\_  
Address, City, State, Zip \_\_\_\_\_  
Have you or your Organization previously rented the Pace Property? YES NO If Yes, when?: \_\_\_\_\_

### 2. EVENT INFORMATION

Description of event: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date(s) of event \_\_\_\_\_ Estimated attendance \_\_\_\_\_

Time event begins (incl. set up) \_\_\_\_\_ Time event ends (incl. clean up) \_\_\_\_\_

*\*\*\* All events at the Pace Property must be commenced and concluded during daylight hours*

Will there be music? YES NO

*\*\*\* All music, bands, and DJ's must be preapproved by PWS*

Will food be served? YES NO

*\*\*\* All caterers and vendors must be preapproved by PWS*

#### PWS USE ONLY

**Approved** \_\_\_\_\_ **Denied** \_\_\_\_\_ **Insurance Certificate** \_\_\_\_\_

**By:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Rental fee** \_\_\_\_\_ **Security Deposit** \_\_\_\_\_ **Total paid** \_\_\_\_\_

**Deposit amount returned** \_\_\_\_\_

Initial \_\_\_\_\_

### **3. CONDITIONS OF USE**

#### **A. RESERVATION**

1. The Pace Property is not considered rented until (1) Renter delivers to PWS the executed Pace Property Use Agreement, rental fee, security deposit, certificate of insurance approved by PWS, written evidence of permits and licenses (if necessary), and any other items deemed necessary by PWS; and (2) PWS, in its sole discretion, approves such rental in writing.
2. Renter must be at least twenty-five (25) years of age. The Renter who signs this agreement on behalf of a corporation, non-profit, or any other organization must be legally authorized to bind the organization in a contractual agreement. The Renter who signs this agreement must be present at the event at all times during the event. Alternatively, Renter shall provide PWS with an official single contact person who is to serve as the representative for Renter's activities, and such representative must be present and available during the event.
3. Renter accepts the Pace Property and facilities in the property's "as-is" and "where-is" condition. PWS makes no warranty as to safety and usability of the Pace Property or any facility thereon.
4. Renter shall permit any PWS officer, employee, or agent to visit the Pace Property at any time during the rental period.
5. The rental of the Pace Property is not an exclusive rental to Renter. PWS reserves the right to allow others to access and use the Pace Property during the rental period. PWS will make reasonable efforts to advise any other users of the Pace Property to not disturb the area of the Pace Property being used by Renter or disturb or interrupt any activity of Renter on the Pace Property.

#### **B. FEES**

1. PWS shall require a rental fee of \$200 per day from Renter. PWS shall also require a damage deposit of \$200 from the Renter at the time of reservation, which shall be returned in full after the event is completed and no damage to the Pace Property has occurred. The Renter's responsibility for damages and charges shall not be limited only to the amount of the deposit.
2. Any person or agency holding a reservation for the use of the Pace Property and desiring to cancel such reservation may be subject to the withholding of a portion of or the entire rental fee for the Pace Property. PWS shall not provide any refunds of the rental fee following any event due to inclement weather or other act of God.
3. Renter shall be responsible for any and all damage to the Pace Property and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, Renter shall be charged for any and all clean-up and/or repair fees incurred by PWS as a result of damage or excessive cleaning. These fees will first be deducted from the security deposit, and then the Renter shall be responsible for any remaining balance owed.

#### **C. USAGE RULES**

1. Renter shall comply with all local, state, and federal laws and regulations related to the use of the Pace Property.
2. The Pace Property shall be used for the purpose stated in this agreement, and no other use will be permitted.
3. Events are restricted to the hours stated in this Use Agreement. All events must commence and conclude during daylight hours, unless approved by PWS.
4. Renter shall be provided an access card for the entrance gate to the Pace Property located at Woodbine Road. Renter shall be responsible for picking up the gate access card and any other keys to the Pace Property from PWS prior to the event. Renter shall return the access card and keys immediately following the event to PWS, or at another time agreed to by PWS in writing. Renter is responsible for any lost or damaged keys/cards, and any costs that PWS might incur to replace said keys/cards and/or re-key the Pace Property.

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5. Renter must have a gate monitor positioned at that gate for the entire event. Renter is responsible for directing vehicles to the designated parking areas for the event and, if numbers/conditions warrant, providing auxiliary transportation from vehicles to the pavilion/meeting room. Any tampering with the photocell on the gate mechanism shall result in a fine of \$300.00 in addition to any costs incurred by PWS for the repair or replacement of any gate component, including but not limited to the photocell sensor or locking mechanism.
6. Vehicles shall travel only on established roadways. Parking is available in designated parking areas within the Pace Property. PWS shall provide Renter a detailed map depicting the designated parking areas. Renter shall be responsible for directing all vehicles to the proper parking areas. Renter shall ensure that no vehicles travel outside of the established roadways or the designated parking areas unless Renter has prior written approval from PWS. Any vehicles found outside of the established roadways or the designated parking areas shall be deemed a breach of this Agreement and subject to remedies therefor stated herein.
7. Renter shall leave the Pace Property in the same condition as it was when the property was made available to Renter. Renter shall be responsible for all cleanup of the Pace Property, including adjacent grounds, at the end of the rental. Renter shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the Pace Property, leaving the Pace Property clean and free of all trash and litter. Renter shall also leave all fixtures, if any, in good working condition.
8. If Renter is using amplified sound, including microphones, DJ, or speakers, the direction of the sound projection and all speakers shall be subject to PWS's discretion and approval. Such amplified sound shall be directed away from the direction of residences. PWS retains the exclusive right to control the volume of amplified sound.
9. PWS reserves the right to approve or deny any entertainment, vendor, or other similar provider anticipated or present at any event to ensure that the nature of the gathering is consistent with PWS's mission.
10. Renter shall not prepare or decorate the Pace Property prior to the event start time stated in this Use Agreement without PWS's prior written permission. Renter, caterers, bands, transportation of rental equipment, and related individuals and activities will not be permitted access to the Pace Property prior to or after the event period unless agreed to in writing. Renter shall be responsible for arranging access during the time requested for entry and exit of the Pace Property. Additionally, Renter must provide rental fees, deposits, and insurance prior to the time of the preparation and/or decoration.
11. Renter shall not store any equipment or materials at the Pace Property without the prior written approval of PWS.
12. Renter shall be responsible for securing all required permits and licenses, if necessary.
13. Political events, individual politician events, or any other event having a political agenda are not permitted at the Pace Property.
14. Renter shall not use PWS's name to suggest endorsement or sponsorship of the event or activity without prior written approval of PWS. Renter's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
15. Under no circumstances shall Renter sublease or allow any other organization or individual to use the Pace Property for the period for which Renter has contracted. Renter is an independent contractor and not the agent or employee of PWS.
16. Renter shall not remove, relocate, or take PWS property outside of the Pace Property for any reason without the prior written approval of PWS.
17. Renter is responsible for the conduct and behavior of all persons on the Pace Property during the time of rental.

#### **D. GENERAL RULES AND RESTRICTIONS**

1. The group leader must sign in and out at the PWS office.
2. Children under the age of 18 must be supervised at all times by responsible adults.
3. All posted signs must be obeyed.
4. Alcoholic beverages are prohibited.
5. Domesticated animals are allowed if under the control of their owner at all times.
6. All-terrain vehicles (ATVs/UTVs) are prohibited.
7. Vehicles must remain on established roadways or in designated parking areas.
8. Fishing, boating, and swimming are prohibited.
9. Hunting and firearms activities are prohibited.
10. Campfires are only allowed in designated pits.
11. Fireworks are prohibited.
12. Cutting live trees is prohibited.
13. Camping is prohibited.
14. All trash must be picked up, bagged, and removed from the property when leaving.

Any of the above rules not adhered to will result in being asked to vacate the property immediately and may result in future access being denied. The PWS Board of Directors reserves the right to modify any of the above rules as deemed necessary to protect health, safety, and/or welfare.

#### **E. SECURITY**

1. Renter is solely responsible for supervising and ensuring the safety of all individuals at the Pace Property during the event. PWS is not responsible for providing or not requiring any supervision. Renter shall be responsible for procuring and paying for any required event monitoring.
2. PWS, in its sole discretion, may evict individuals from the Pace Property during the event if their conduct is not in the best interest of the public or is deemed to be detrimental in any way.
3. Renter shall take all responsibility to ensure security and any measures that Renter deems to be necessary to prevent any theft, damage, or misuse of any items. PWS shall not be responsible for any theft, damage, or misuse of any items of Renter or any patron to Renter's event.

#### **F. INDEMNIFICATION AND INSURANCE**

1. Renter shall be liable for any injuries or damage to persons or property of themselves, third party invitees, or any other person or persons that arise at the Pace Property during the time of the rental period.
2. Renter shall procure and maintain general liability insurance against any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Pace Property in the amount of \$1,000,000 (one million dollars) per occurrence. Such insurance shall name PWS, its officers, employees, and agents as additional insureds prior to the rental date of the Pace Property, and such insurance shall be in force continuously throughout the entire time the Renter uses the Pace Property. If a copy of the insurance certificate is not approved by PWS and on file prior to the event, PWS may, at its discretion, deny access to the Pace Property.

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3. Renter shall indemnify, defend, and hold harmless PWS, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Pace Property.
4. Renter shall promptly report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Pace Property, including spectators to an event or activity, to PWS in writing and as soon as practicable.
5. Renter waives any right of recovery against PWS, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Renter's use or occupancy of the Pace Property, even if PWS, its officers, employees, or agents seek recovery against Renter.

If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

If Renter provides false information to PWS, or if Renter or any person at the Pace Property during the rental period violates any part of this agreement, PWS may immediately cease the Renter's event and refuse Renter further or future use of the Pace Property. Additionally, Renter shall forfeit all the rental fee and the deposit, and if such violation results in damages more than the deposit, then Renter shall be liable to PWS for payment of all such amounts incurred by PWS in excess of the deposit.

If PWS hires an attorney to enforce any of the provisions herein, Renter shall be obligated to reimburse PWS for all attorney fees and legal expenses incurred by PWS in enforcing this agreement.

IMPORTANT – READ BEFORE SIGNING

**I am an authorized agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this entire agreement and agree to all of the aforementioned rules, regulations, and conditions of use.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print name \_\_\_\_\_

Organization \_\_\_\_\_

Initial \_\_\_\_\_