

CARLINVILLE SQUARE LICENSE AGREEMENT

THIS LICENSE AGREEMENT made by the CITY OF CARLINVILLE, ILLINOIS, an Illinois municipal corporation, hereinafter referred to as City, and the _____, hereinafter referred to as Licensee, this _____ day of _____, 2____.

It Is Mutually Agreed as Follows:

1. The City hereby grants the Licensee a non-exclusive license to conduct _____ at the Carlinville City Park in the center of the Carlinville City Square in Carlinville, Illinois, hereinafter referred to as the Premises, during each of the following times: _____
2. If the time period covered by this license is between 8:00 a.m. and 5:00 p.m. of any day, the licensee shall request that their participants and guests park their vehicles off of the Square during the time period covered by this license.
3. The City will not be required to provide any labor, equipment or material for the Premises during the licensed times, except as set forth in this Agreement.
4. The Licensee shall be solely responsible for all labor, equipment and material for the preparations, use, repairs and clean-up of the Premises arising from this Agreement, except as set forth in this Agreement.
5. No equipment, apparatus, or other material shall be attached to or placed upon the Premises without the consent of the City.
6. The Licensee shall be responsible for maintaining peace and order at the Premises during the licensed times, and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in conjunction with the use of the Premises during the licensed times.
7. The Licensee shall be responsible for the removal of all equipment, apparatus and other material which were attached or placed upon the Premises with the consent of the City, before the end of each licensed time.
8. The Licensee shall be responsible for cleaning up the Premises and **Removing** any waste, rubbish and debris from the Premises, arising from the use of the Premises during the licensed times, before the end of each licensed time.
9. The Licensee shall repair any damage to the Premises arising from the use of the Premises during the licensed times within 5 days of the occurrence of such damage.
10. The City and its agents and employees and the public shall have free access to the Premises during the licensed times.
11. The City may for any reason terminate the License Agreement as to any or all of the licensed times at any time upon oral notice to Licensee or any agent, representative or employee of the Licensee. Upon such termination, the Licensee shall vacate the Premises and shall have no further rights with respect to the licensed times, which have been terminated.

12. The Licensee shall comply with all rules, regulations and laws governing their activities on the Premises, and shall obtain all licenses, permits and consents required in their activities on the Premises.
13. No alcoholic beverages shall be allowed on the Premises.
14. The Licensee shall not assign this License Agreement or grant a use or license to others for the use of the Premises.
15. To the fullest extent permitted by law, the Licensee agrees to indemnify and hold the City harmless from any liability including attorney's fees and costs arising or in any manner connected with the use of the Premises pursuant to this Agreement.
16. If the Licensee fails to perform any terms and conditions of this Agreement, the City may perform the same and charge the cost of the same to the Licensee, and the City may pursue any remedy permitted by law.
17. The Licensee shall pay and discharge all reasonable costs and attorney's fees that are incurred by the City in enforcing the terms of this Agreement.
18. The Licensee, if more than one person, are jointly and severally liable for each obligation pursuant to this Agreement.
19. In the event that any court of competent jurisdiction holds any provisions or portions thereof of this Agreement unenforceable or invalid, the validity and enforceability of the remaining provisions or portions thereof shall not be affected thereby.
20. All notices may be served on the parties at the address following their signatures. The mailing of the notices to such parties at such addresses, with postage properly prepaid, shall be sufficient service.
21. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.
22. During all cookouts on the square there must be protection to cover the ground under the cookers to prevent grease from splattering onto bricks.

IN WITNESS WHEREOF, the undersigned have signed this Agreement on the above date.

CITY OF CARLINVILLE, ILLINOIS,

BY: _____
 Its Authorized Agent

_____ Address
