

**ARROWSMITH COMMUNITY CENTER
FACILITY LICENSE AGREEMENT**

This Facility License Agreement (this "Agreement") is made this ____ day of _____, _____, by and between the VILLAGE OF ARROWSMITH (the "Village") as operator of Arrowsmith Community Center, and _____ (hereinafter the "Licensee") for the use of the premises hereinafter defined.

Now, therefore, in consideration of the following mutual covenants and considerations, the parties agree as follows:

1. Property. The Property subject to this Agreement is the Arrowsmith Community Center, located at 201 East Ulmer Street, Arrowsmith, Illinois, including the building and grounds (hereinafter "Property").

2. Premises. The portion of the Property that the Licensee has contracted to utilize is the _____ ("Premises").

3. Purpose. The purpose for which the above-referenced Premises may be utilized is as follows: _____.

4. Term. The Premises may be used for the period beginning _____ **and ending on** _____ from _____ am/pm until _____ am/pm.

5. Fees, Charges and Payments. Licensee shall pay to the Village a license fee of \$_____ **per event/day/month** and a security deposit of **\$100.00 must be paid in advance of the rental date**. The security deposit will be returned to the Licensee upon inspection of the rented property by the Village. Any costs incurred by the Village associated with repairs or cleaning necessary due to the use of the facility by the Licensee will be taken out of the security deposit. Any remaining funds will be returned to the Licensee.

6. Decoration/Signage. Under no circumstances may Licensee staple, nail, or affix decorations onto any surface other than with tape. Any damage to the walls, floors, windows, or other surface or to tables or other furnishings due to decorations or signage will be corrected at the expense of the Licensee. All decorations must be removed immediately after the conclusion of the function.

7. Regulations Pertaining to Use. Licensee agrees to abide by and cause its invitees and licensees to abide by the following rules and regulations:

A. Any functions for minors must be always be chaperoned by parents or other responsible adults when minors are present in the facility.

B. Licensee shall, upon the end of the term of this Agreement, return the Property to the Village in condition prior to the event, reasonable wear and tear excepted, and return all keys.

C. Licensee shall not permit entrance to the other portions of the Property other than the Premises.

D. Licensee shall use and occupy the Premises in a safe and careful manner and comply with any city, state, or county authority controlling or governing the Premises or the operation therein, including but not limited to, all laws, rules, regulations and ordinances of the Village.

E. Licensee shall use said Premises solely for the purposes herein provided and shall not permit the Premises or any part thereof to be used for any gambling or any unlawful, indecent, obscene or immoral attractions, exhibitions, purposes or adult entertainment or in any manner so as to injure persons or property.

F. Licensee agrees to not permit any individuals to bring onto the Property any alcoholic beverages or any materials, substances, equipment or object which is likely to endanger the life of, or cause bodily injury to, any person on the Property or which is likely to constitute a hazard to property thereon.

G. Licensee recognizes that the Village may have representatives present on the Premises during the Term.

8. Responsibility for Acts of Licensees. Licensee hereby assumes full responsibility for the acts and conduct of all persons admitted to the Property or any portion thereof, by the consent of any person on behalf of the Licensee.

9. Damage and Destruction. If the Property or any portion thereof, during Licensee's use of Premises, are damaged by the act, default or neglect of the Property by the Licensee, or if Licensee's agents, employees, patrons, guests or any person admitted to the Property by the Licensee, Licensee will pay to the Village, upon demand, such sums as shall be necessary to restore the Property to its prior condition.

10. Indemnification. Licensee agrees to indemnify, defend against and hold harmless the Village of Arrowsmith, and its Village President, board members, officers, employees, representatives and agents and any of their successors or assigns from and against any and all claims, suits, damages, actions, liabilities, costs and expenses (including reasonable costs of investigation and attorneys' fees) growing out of injury or death of any persons or damage to property in or about the Premises which arises out of any claimed act or neglect of Licensee, its agents, servants, employees, guests, representatives or a person admitted to the Premises by virtue of Licensee's use thereof or occurring as a result of the privilege granted by this Agreement.

11. Default. In the event that Licensee fails to use the Premises according to the terms and conditions of this Agreement, then Licensee shall be liable to the Village for all losses and damages incurred by the Village and any act undertaken by the Village in the

exercise of its rights shall not be considered an election of remedies or of waiver of any remedies available to it. In addition, the Village reserves the right to immediately cause the termination or cancellation of Licensee's use of the Premises and/or to apply the deposit.

12. License Agreement. Licensee shall not assign this Agreement without the prior written consent of the Village.

13. Miscellaneous.

A. This Agreement contains the entire agreement between the parties. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon Licensee to the Village unless in writing and signed by both parties.

B. This Agreement shall be governed by the laws of the State of Illinois.

C. In the event any provision of this Agreement is rendered invalid by the decision of any court or by the enactment of any law, then at the Village's option, such provisions of this Agreement shall be deemed to have never been included herein and the balance of this Agreement shall continue in full force and effect.

D. In the event the Village should find it necessary to retain an attorney for the enforcement of any of the provisions hereof occasioned by the fault of Licensee, the Village shall be entitled to recover reasonable attorneys' fees and court costs incurred as a result thereof, whether said attorneys' fees are incurred for the purposes of investigation, negotiation, trial, appellate proceedings, or other legal services.

LICENSEE: _____

By: _____

Title: _____

Date: _____

VILLAGE OF ARROWSMITH

By: _____

Village President/Trustee

Date: _____