



TOWN OF PICKENS USAGE AGREEMENT

This Agreement is made between the Town of Pickens, Mississippi ("Owner") and _____, (Organizer/Company/) on this the ____ day of _____, 20 _____, in connection with the _____ (description of event/meeting) to be held on _____, 20 _____ in _____ (Town Owned Property location) Pickens, Mississippi from _____ a.m./p.m to _____ a.m./p.m.

1. PERMISSION. Owner hereby grants the Company permission to use the Property, as outlined below, and for the period, as set forth below.
2. ADMINISTRATIVE FEE. The Company agrees to pay a reasonable administrative fee of \$25.00 for use of the building/premises as described herein.
3. USAGE SPECIFICS. The Company shall utilize the building/premises for the specific purpose of _____ and shall clean and clear the area promptly after the usage of the same. The Company shall provide a restroom to support participants when using the Pickens Walking Park. The Company shall comply with all state and federal laws and shall obey all rules, ordinances of the Town of Pickens Mississippi.
4. INDEMNITY. Company agrees to indemnify, defend and hold harmless Owner, its officers, employees, agents and representatives for any damages and/or losses arising out of personal injuries or property damage resulting from the Company's use of the Property, including but not limited to use of Town/building premises, and from any and all suits, claims for damages, loss or liabilities, including reasonable attorney fees, arising from or related to intermittent traffic control, the closure of streets or any and all liability as a result of the Town of Pickens' or its personnel in connection with the usage.

5. FULL FORCE OF AGREEMENT. This Agreement constitutes the entire Agreement of the parties. Any amendments to this Agreement must be made in writing and signed by both parties. Neither party may assign any rights of this Agreement to any other party without the written consent of the other party. This Agreement shall be governed by the laws of the State of Mississippi, without giving effect to its conflict laws.

6. TERMINATION PROVISION. In the event the Company breaches any of the terms as set forth herein, the Owner reserves the right to terminate this Usage Agreement. Upon receipt of a notice of termination, the Company must cease work as specified in said notice.

7. MISCELLANEOUS. The Town of Pickens does hereby warrant and represent that it has full right and authority to enter into this agreement concerning the above-described property, and that the consent or permission of no other person, firm, or corporation is necessary in order to enable the Company to enjoy full rights to the use of said property mentioned. The undersigned parties represent that he/she is empowered to execute this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their names and signatures as agreement to the terms as set forth herein:

Organizer/Company

Town of Pickens, Mississippi

8. MISCELLANEOUS. The Town of Pickens does hereby warrant and represent that it has full right and authority to enter into this agreement concerning the above-described property, and that the consent or permission of no other person, firm, or corporation is necessary in order to enable the Company to enjoy full rights to the use of said property mentioned. The undersigned parties represent that he/she is empowered to execute this agreement.

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Town of Pickens, Mississippi