



WINCHESTER BUILDING USER CHECKLIST

- Read all forms thoroughly: Winchester Building Use Agreement, Key Fob Form, Clean-Up Check List, and Hold Harmless Agreement if applicable.
- Complete the Winchester Building Use Agreement and Key Card Form and return to the Parks and Recreation Department for approval along with any other required documentation.
- Upon signed approval by the Parks and Recreation Department, take all to City Hall and make your payment.

** Signed approval reservations will only be held for **three business** days without payment*

- Bring receipt of payment and all completed forms to the Parks and Recreation Office located at 4237 Port Royal Road to pick up your key fob. Please call 931-487-0027 to make sure someone will be available.

** The cancellation policy is **five business** days prior to the reservation date*

- Prior to leaving the Winchester Building at the end your event, please consult the Clean-Up Check List for cleaning instructions.
- In the days following your event, return the key fob to the Parks and Recreation Office located at 4237 Port Royal Road. Please call 931-487-0027 to make sure someone will be available. Upon return of the key card, the Finance Department will be notified and a refund check will be issued as soon as possible.



THE CITY OF SPRING HILL PARKS & Recreation

4237 Port Royal Rd • Spring Hill, Tennessee 37174

931.487.0027

Office Hours: M-F 8:00 – 4:30pm

www.springhilltn.org



2022 WINCHESTER BUILDING USE REQUEST and AGREEMENT

This Agreement is entered into by and between _____ (identified herein as “Third-Party User”), whose address is _____, and whose phone number and email is _____

_____, and the City of Spring Hill, Tennessee, (identified herein as “City”), whose address is 199 Town Center Parkway, P.O. Box 789, Spring Hill, TN 37174.

Return this completed form and any attachments to Spring Hill Parks and Recreation, 4237 Port Royal Road, Spring Hill, TN 37174

TYPE OF FUNCTION

Facility Name: _____
Function: _____
Date(s): _____
Time of Function: _____

RENTAL COST

Winchester Building Lease Fee: \$150.00
Winchester Building Key Deposit: \$ 25.00
Other Fees: _____

TERMS AND CONDITIONS

- A. Third-Party User shall have the right to enter, occupy, and use specified areas of the Facility and mutually agreed upon areas of the Facility such as the restrooms, etc., before, after, or during the specified time of the function. This includes setup and teardown time for the event as well as the event itself.
- B. Facilities shall be surrendered to the City by Third-Party User in the same condition as they were presented upon commencement of the event. In the event that through the negligence or malicious acts of a Third-Party User employee, representative, volunteer, or Event participant, damage is caused to the facilities that is determined by both parties to be above and beyond what is reasonable, Third-Party User shall reimburse the City for all expenses and/or costs necessary to remedy said damage(s) which are caused by such negligent or malicious acts of Third-Party User.
- C. Alcohol is prohibited on and inside City owned property.
- D. No alterations shall be made to the Facility.
- E. Any equipment needed, or specific room or grounds setup shall be communicated to the City fourteen (14) days prior to the event date. There may be additional cost for same, which shall be agreed upon beforehand between Third-Party User and City.
- F. Third-Party User may cancel this contract with written notice provided to City at least five (5) days prior to the event.
- G. Third-Party User agrees to indemnify, hold harmless and defend the city (its officers, employees, agents, representatives, volunteers and assigns) against any and all claims, costs (including reasonable attorney’s fees), demands, causes of action, suits, injuries, damages of any kind whatsoever, loss or death resulting from Third-Party User’s negligence, misconduct, malicious actions, or omissions.
- H. Any controversy relating to this Agreement or the transactions contemplated hereunder shall be governed by the laws of Tennessee in the Circuit Court for Maury County, Tennessee.
- I. Either party’s failure to enforce any provision or term of this Agreement shall not be construed as a future or continuing waiver of such provision or term of this Agreement.
- J. In the event any provision or portion of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision or portion of provision and will not affect or render invalid or unenforceable any other provision of this Agreement.
- K. This Agreement sets forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior discussions between them on the same subject matter. This Agreement may only be modified by a written document signed by duly authorized representatives of the parties.
- L. **Follow all recommended Center for Disease Control and Prevention guidelines while on the premise**
- M. **See Spring Hill Parks & Recreation staff for additional information, lease requirements, and approval. This request is NOT approved until Spring Hill Parks & Recreation staff has reviewed and signed the request and notified the user.**



Proposed Event

Provide information on your proposed event or program to include: name of individual and/or nonprofit responsible; address; contact numbers; email address; description of event; number of expected participants (include volunteer, staff, vendors, guests...)

Is this a public or private event? _____ If private event, see asterisk below*

If this is a public event, please complete the attached **Hold Harmless Agreement** and answer the following questions:

Will there be a fee charged? If so, what type of fees (vendors, competitors, guests...) and how much for each?

This Agreement is executed _____, 2022, by both parties through their representative, whose signatures below evidence their acceptance of these terms on behalf of the Third-Party User and City.

Signature of Third-Party User

Signature of City Representative

Name of Third-Party User

Name of City Representative

Title of Third-Party User

Title of City Representative

*Local governments frequently receive requests from third-party users (YOU) to use their properties and facilities. Since third-party users are not covered under the city's insurance program, we recommend you reach out to your local insurance agent or visit <https://tulip.intactspecialty.com/e/tulip/apply.aspx> to learn more or obtain an insurance quote for your protection. A policy protects the third-party user and the facility against claims by guests who may be injured while attending an event.



2022 Key Fob Deposit Terms & Conditions

A refundable deposit in the amount of \$25.00 (twenty-five dollars) is due within 48 hours of the facility's use date and upon receipt of the key fob. This fee should be paid at CITY HALL at the same time payment is made for the reservation.

The deposit is separate from and is NOT applied to the rental fee.

The key fob must be returned TO THE PARKS AND RECREATION OFFICE within 48 hours following the facility's use date. Upon return of the key fob, the Finance Department will be notified and a refund check will be issued as soon as possible. Please provide the preferred mailing address:

Any damage or loss of the key fob will result in the forfeiture of the user's deposit.

Deposit amount: _____

Received by: _____
Signature **Date** **Printed Name**

User's Signature acknowledges Spring Hill Parks & Recreation receipt of the refundable key fob deposit in the amount listed above.

Signature **Date** **Printed Name**

Winchester Building

Winchester Building Daily Cleaning Check List:

Cleaning Closet Combination: L. O. C. K.

- Empty all trash cans and replace liners/bags at the end of your event. All trash must be removed from the facility to an outdoor garbage container. (You should consolidate trash unless there is food in the bag)
- Check restrooms before leaving. Flush all toilets and make sure all stalls have toilet paper placed on the roll holder. Key and toilet tissue are in the supply closet.
- Check the paper towels in the kitchen and replace empty roll
- Sweep floors and mop up any spills
- Remove all food from refrigerator
- Clean and sanitize Surfaces (Chairs, Tables, Countertops, Door Handles, Sinks and Surrounds, Toilet Seats and Bowls, Floors, Refrigerator exterior and interior (Supplies are in the Supply Closet)
- Turn AC up to **75 in the summer** and down to **62 in winter**
- Turn lights off
- Lock door and make sure it is secured

IMPORTANT:

- You are in charge of your group. We understand that accidents happen; however, vandalism is not acceptable and users will be held accountable... (Sinks pulled loose from wall, toilet seats broken, backs of toilets broken, holes in walls, writing on walls and floors, destruction to furniture...)
- If an accident occurs and something is broken report it ASAP...the same day
- Return all items to their original location after use. (Tables, chairs, etc.)



HOLD HARMLESS AGREEMENT FOR SPECIAL EVENTS

This Agreement entered into as of the date of the respective signatures of the representatives of the entities hereinafter names, by and between the City/Town of _____, TENNESSEE, a Municipal Corporation, and _____.

WITNESSETH:

In consideration of City allowing **Event sponsor** to conduct certain **special events and activities** upon property owned by City, specifically a _____ (name of event/activity) and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Event sponsors** do hereby agree to indemnify and hold harmless City for and from any and all claims of every nature whatsoever for personal injury and damages to property, for and from occurrences upon property owned by City arising out of participation in Event sanctioned activities.
2. **Event sponsors** further agree to procure and to cause to remain in full force and effect adequate liability insurance coverage regarding **Event** activities on City property, said liability insurance to be in the minimum amount of \$1,000,000 per occurrence. Same shall provide that the City be an additional named insured thereunder. **Event sponsors** shall cause to be furnished to City a Certificate of Insurance in compliance with above stated requirements.
3. **Event sponsors** further agree that in conducting its activities on property of City that it shall for itself, its agents, employees and participants at all times be subject to and adhere to all rules and regulations of City, and all Ordinances of City and State.
4. **Event sponsors** further agree that as it shall require all vendors and corporate sponsors to execute waivers wherein all rights of action or claims against City for injuries or damages sustained by any participant in activities conducted on city property shall be waived.
5. If applicable, the **Event Sponsor** shall be responsible for obtaining authorization for performances of copyrighted musical works and other material and shall be responsible for ensuring the entertainers have obtained the proper and necessary authorization to perform the necessary license agreements. The USER shall defend, indemnity and save



the city harmless from and against any and all claims, lawsuits, and demands, for or in connection with the performance of copyrighted musical works. The User shall be responsible for obtaining, at its sole cost, the necessary license agreements. The User shall defend, indemnify, and save the City harmless from and against any and all claims, lawsuits, and demands, for or in connection with the performance of copyrighted musical works by entertainers at, during an/or in conjunction with this event.

6. In the event any action is brought against the City by any person for injuries or damages occasioned upon City property and/or resulting from [this special event](#), in addition to the provisions hereinabove set forth, [Event sponsor](#) agrees to be liable for and indemnify City from any and all expenses incurred by City in defending said action and to pay all costs and/or judgments which ultimately might be assessed or adjudged against City which are in excess of the liability insurance coverage hereinabove provided. In addition event sponsor will name the City of _____ as an additional insured on their liability policy and a certificate of the policy will be provided to the city.

WITNESS OUR HANDS for effective date of _____, 20__.

CITY OF _____ TENNESSEE

BY _____
(name and title)

(league name)

BY _____
(name and title)