



## Picture Pittsfield Courthouse Lawn Booth Space Agreement

THIS AGREEMENT MUST BE RETURNED TO PICTURE PITTSFIELD, EXECUTED BY THE USER, NOT LATER THAN 20 DAYS PRIOR TO A PROPOSED EVENT.

This Agreement for the reservation of the Pike County Courthouse Lawn Booth Space is made this day, \_\_\_\_\_, by and between Picture Pittsfield, and \_\_\_\_\_ hereafter referred to as the "User".

Whereas, the User desires to temporarily reserve, occupy, and make use of the County of Pike's Courthouse Lawn booth space (Hereinafter "the Premises") and whereas, Picture Pittsfield agrees to such reservation.

Now, therefore, the parties agree to the following terms and conditions:

1. The User shall have access to the use of the Premises from 2:00pm on Friday, May 15, 2020, to 7:00pm on Sunday, May 17, 2020, and/or 2:00pm on Friday, October 16, 2020, to 7:00pm Sunday, October 18, 2020, and/or 8am November 29, 2020, to 7:00pm November 29, 2020 for the purpose of hosting the User's \_\_\_\_\_ booth(hereinafter "the booth"). The booth will include the following activities (if not listed by the User, Picture Pittsfield reserves the right to direct the User to discontinue any activity not listed):  
  
\_\_\_\_\_

2. User shall remove all personal property, trash, and other items that were not present on the Premises when User took control of it and will return the Premises to substantially the same condition as it existed when User was first allowed access to the Premises.
3. User will be solely responsible for any and all liability, costs, expenses, claims, demands, damages, personal injuries, and causes of action, judgments, or attorney's fees that may arise out of the acts or omissions of the User, its employee(s), agent(s), or volunteer(s), or any other person(s) while User is in control of the Premises, and User shall indemnify, defend, and hold harmless Picture Pittsfield, and its volunteers, volunteers families, agents, and insurers from and against any and all liability, costs, expenses, claims, demands, personal injuries, causes of action, judgments, attorneys' fees, which may arise out of the acts or omissions of the User, its volunteer(s), volunteer(s) families, agent(s), or any other person(s) while the User is in control of the Premises.
4. If the User's event involves offering any item(s) for sale, or if the User's booth involves any dangerous activity, then the User agrees to keep and maintain in effect liability insurance in sufficient type(s) and amount(s) to cover any and all liability that may arise out of the User's use of the Premises, and User will supply Picture Pittsfield with Certificate(s) of insurance before taking possession of the Premises evidencing such coverage. User agrees to add Picture Pittsfield as an additional insured to its applicable policy(ies) of insurance on a primary basis and not excess of or contributing with any other policy available to Picture Pittsfield. User agrees to provide Picture Pittsfield with an additional insured endorsement evidencing such coverage before taking control of the Premises. If food will be offered at the booth space, User agrees to comply with all the Pike County Health Dept. Guidelines and any other applicable laws or regulations. Picture Pittsfield reserves the right to require compliance with this paragraph for any activities that, in Picture Pittsfield's discretion, are dangerous.

5. Any disputes arising under this contract shall be adjudicated with the Coordinating Council of Picture Pittsfield. If any dispute is litigated then the appropriate venue will be the Circuit Court of Pike County, Illinois.
6. Nothing set forth herein shall be construed to affect or diminish any immunity(ies) that may be available to Picture Pittsfield, its volunteers, volunteers families, agents, or insurers under federal or state law.
7. No benefits are intended to be conferred on third parties by this Agreement.
8. The User agrees that, after execution of this Agreement, it will prominently display a copy of this executed Agreement along with any required certificate(s) of insurance at its event, and will produce the same for inspection by Picture Pittsfield authority upon request. The User agrees that failure to produce a copy of this executed Agreement and /or a copy of any required certificate(s) of insurance upon request will be cause for removal from the Premises by Picture Pittsfield personnel.

In witness of their understanding of and agreement to the terms and conditions herein contained, the parties affix their signatures below.

User Signature, Date	Picture Pittsfield Signature, Date
Printed Name	Printed Name
Address	Address
City, State, Zip Code	City, State, Zip Code