

Chapter 1.10

CONTRACT FOR USE

Station 313

Pursuant to the provisions of Town of Ferdinand Municipal Code, the following named group, organization, or individual and all members thereof and the signatory hereto (hereinafter jointly and severally referred to as "User") does hereby agree with the Town of Ferdinand, Indiana (hereinafter referred to as "Town"), to use the facility, known as Station 313 on

_____ (date) from _____ to
_____ (time). # People: _____

User agrees that in consideration of the use of said facility that the Town and any other person, firm or organization having responsibility for said facility under the Town or in conjunction with the Town shall not be liable under any circumstances for any injury to User or any member or guest or other person using said premises under or as a result of this Contract or for any loss or damage to property brought on the facility by User, its members, guests or other persons who use the facility under or as a result of this Contract, whether such injury, loss or damage occurs by reason of negligence of the Town or the Town's boards, commissions, members, agents, employees, or of any other agent or employee of the Town, its boards and commissions, or shall occur otherwise, or by any other means or in any other manner.

User, in further consideration for the use of said premises agrees to defend, indemnify and hold harmless the Town, its successors, and assigns, and its boards and commissions and their, and each of their officers, members, agents, and employees and their, and each of their successors and assigns, of

and from all claims, demands, damages, suits or actions including attorney fees and costs of defense which may be brought against them or any of them for injury to persons, including death, or damage to property, arising out of or resulting from, or in any way connected with the occupancy by or use of the facility by User, its members, guests, and any other persons using the facility under or as a result of this Contract, for alleged acts or omissions on the part of the Town, its boards and commissions, and their and each of their officers, members, agents, and employees and their and each of their successors and assigns.

User, in further consideration for the use of said premises, agrees to vacate the premises in a timely manner, leaving the premises in a clean and orderly fashion, and without any damage to the premises. User shall be liable to the Town of Ferdinand for extra rental charges, cleaning charges, damages, and attorney fees and costs incurred for any violation of this Contract For Use.

I, the undersigned, certify that I have read this Contract; that I have read Ferdinand Municipal Code Chapter 1.10 and understand that such is incorporated herein and is part of this Contract; and that I have legal authority to bind the User and all of its members to this Contract.

(Name of User)

Date: _____

(Name of Person Signing)

TOWN OF FERDINAND

Date: _____

By: _____
Clerk-Treasurer"