



Bargersville Park & Recreation Facility Rental Terms of Use.

1. Limitation of Liability. The Town makes no warranty, whether express or implied, with respect to the room(s), equipment or services made available hereunder and expressly disclaims all warranties of any kind, including but not limited to any warranty of merchantability or warranty of fitness for a particular purpose.

Under no circumstances shall the Town be liable to Client or any other person for indirect, consequential, or punitive damages including, without limitation loss of business, profits, loss of customers, damage to customer relations or similar claims by Client or any person claiming through such party.

The Town shall not be liable for any act or omission of any other entity furnishing facilities or equipment used with respect to or in conjunction herewith. The Town shall not be liable to Client or any person claiming through Client for any damage or loss due to the fault or negligence of Client, its agents, or employees, or the failure of equipment or facilities, or the suspension of services.

The Town shall have no liability or responsibility for providing, maintaining or repairing Client's property. Any apparatus and equipment provided by client in connection with this Agreement shall be maintained by Client at its sole expense.

Client hereby agrees to comply with any and all applicable State and Federal legal restrictions regarding the service of alcohol and agrees to indemnify and hold the Town harmless from any and all liability as a result thereof.

2. Indemnification. Client shall indemnify, defend and hold harmless the Town and its officers, directors, partners, affiliates, members and employees from and against all demands, claims, damages to persons and/or property, losses and liabilities, including reasonable attorney fees and costs and expenses (collectively "Claims") arising out of or caused by Client's (and/or Client's invitees and/or guests') negligence or intentional acts.

3. Miscellaneous Provisions.

A. Force Majeure. The Town's obligations under this Agreement are subject to, and the Town shall not be liable for, delays, failure(s) to perform, or damage, or destruction, or malfunction of any equipment, or any consequence thereof caused or occasioned by or due to fire, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbance, governmental or regulatory requirements, acts of God, or public enemy, war, terrorism, military or government requisition, unavailability of transportation, acts or omissions of third parties, or any other cause beyond the Town's reasonable control.

B. Dispute Resolution; Governing Law. Client and Town agree to use their best efforts to resolve any disputes under this Agreement through informal means. In the unlikely event formal legal action must be taken, this Agreement shall be construed and interpreted in accordance with the laws of the State of Indiana and the exclusive jurisdiction and venue for

any dispute arising out of this Agreement shall be in Johnson County, State of Indiana. In the event formal legal action is required, the Town may recover, in addition to all other damages provided herein or otherwise provided by law, all legal costs and reasonable attorney's fees as fixed by the Court, both at the trial and appellate levels, and in any bankruptcy case and post-judgment proceedings.

C. Entire Agreement. This Agreement and any documents attached hereto and incorporated herein constitutes the entire agreement between the parties and supersedes any previous communications, representations, advertisements, marketing material or agreements, whether written or oral. Any changes to the Agreement must be made in writing and signed by an authorized representative of each party.

D. Authority; Enforceability; Continuing Efforts. The persons executing this Agreement on behalf of the Client and the Town each warrant they are authorized to bind the Client and the Town, respectively. Any provision of this Agreement deemed unenforceable or otherwise invalid shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid or unenforceable. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement.

E. No Assignment. Client may not assign or transfer this Agreement or any part thereof without the express written consent of the Town. Any attempted assignment or transfer by Client without such prior express written consent may, at the option of the Town, be deemed to be a cancellation of this Agreement by Client, in which case Client shall remain liable for damages as a result of such cancellation as set forth herein.

F. Right of Entry and Inspection. The Town will have the right to enter and inspect all events. If the Town observes any illegal activity or activity which may result in harm to persons or objects, the Town has the right to immediately cancel the event, in which case all of Client's guests and invitees must immediately vacate the Town's property. In such event, Client will remain liable for all fees and charges related to the event pursuant to the terms and conditions of this Agreement. However, the Town assumes no duty or responsibility to observe or monitor any events or activities.

G. Captions Not Binding. The captions of the paragraphs and sub-paragraphs in this Agreement are not legally binding but are used solely for assistance in reading.

H. No Waiver. The failure of either party hereto to enforce or insist upon compliance with any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed by the other party as a general waiver or relinquishment of any other provision of this Agreement, but the same shall, nonetheless be and remain in full force and effect.

I. Amendments. This Agreement shall not be amended, changed, modified, terminated or discharged in whole or in part, except by an instrument in writing duly executed by the parties hereto, or their respective successors or assigns.

J. Construction of Agreement. In the event this Agreement requires interpretation, such interpretation shall not presume the terms hereof shall be more strictly construed against one party by reason of any rule of construction or authorship.

K. Status of the Parties. Neither party to this Agreement is the agent or employee of the other party

L. Client. Client shall mean the individual or entity that has entered into this rental agreement with the Town.

M. Town. Town shall mean the Town of Bargersville, Indiana.