

## **PARK/LAKE SPECIAL USE AGREEMENT**

This agreement must be received no later than 30 days in advance of the event thus allowing sufficient time for processing and implementation.

**Please read carefully – Print or Type**

### **GENERAL INFORMATION**

Name of Event\_\_\_\_\_

Type of Event (include all categories of activities, i.e., sporting, fishing, regattas, etc.)\_\_\_\_\_

\_\_\_\_\_

Date(s) and Times of Event\_\_\_\_\_

Area of Use Requested\_\_\_\_\_

Types of equipment required\_\_\_\_\_

Environmental Impact of the Event\_\_\_\_\_

\_\_\_\_\_

Who will be providing traffic control and how?\_\_\_\_\_

\_\_\_\_\_

Who will be providing security and how?\_\_\_\_\_

\_\_\_\_\_

Maximum attendance expected:      Participants\_\_\_\_\_ Spectators\_\_\_\_\_

Name of event sponsor: If an individual, please give name, address, and phone number; if a business, organization, or club, please give the name, address, and phone number of the group. Also, include the group's President, Treasurer, or Sponsor's name, address, and phone number.

Individual or Organization	Address	Phone Number
President	Address	Phone Number
Treasurer	Address	Phone Number
Sponsor	Address	Phone Number

## HEALTH AND SANITATION INFORMATION

Who will provide sanitation services? \_\_\_\_\_

Are food and beverage permits necessary? \_\_\_\_\_

Who will provide cleanup? \_\_\_\_\_

## INSURANCE INFORMATION

Liability insurance carrier? \_\_\_\_\_  
(Please attach a Certificate of Insurance to this Application)

NOTE: The Policy must be shown in full force and effect, naming the Lake Lemon Conservancy District and City of Bloomington Utilities as additional insureds.

I hereby affirm that the above is true and correct. I have been authorized by \_\_\_\_\_ to apply for this permit and enter into this agreement, which includes adherence by participants to all terms and conditions as provided in this agreement.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Day Phone

\_\_\_\_\_  
Night Phone

Please return completed application to:

**Lake Lemon Conservancy District  
7599 North Tunnel Road  
Unionville, IN 47468  
Phone: (812) 334-0233**

The applicant agrees that during the use of Riddle Point Park and/or Lake Lemon, applicant will not exclude anyone from participation in, deny anyone benefit of, or otherwise subject anyone to discrimination because of the person's race, sex, sexual orientation, religion, or national origin.

This agreement will be reviewed and returned to the applicant as:

1) \_\_\_\_\_      2) \_\_\_\_\_      3) \_\_\_\_\_  
Approved      Denied      Approved with Conditions

Denial: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Conditional Approval: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\* For Office Use Only \*\*\*\*\*

Date Approved \_\_\_\_\_ Check Number \_\_\_\_\_ Amount \_\_\_\_\_

## PARK/LAKE SPECIAL USE AGREEMENT

### TERMS & CONDITIONS

Each participant in this event shall abide by the following rules and regulations, which are attached to and made part of this Park/Lake Special Use Agreement:

1. While the Park/Lake Special Use Agreement is in effect, other users and user groups cannot be denied access to the park or the lake except at such times when such access would compromise public safety as determined by the LLCD's sole discretion.
2. If the Park/Lake Special Use Agreement is to include a swimming or boating activity, the sponsoring organization is responsible for providing American Red Cross certified lifeguards and safety equipment as required by the Indiana State Board of Health and recommended by the Health Education Services.
3. All refuse is to be placed in receptacles provided for that purpose. If the size of the event requires additional trash receptacles and/or a commercial dumpster as determined by the LLCD, the user group is responsible for providing such equipment.
4. The State of Indiana and Monroe County Board of Health Codes that regulate public sanitary waste facilities will be in effect during the event and the user group is responsible for providing such equipment.
5. Any solicitation or the sale of goods and/or services on park property is prohibited unless pre-approved by the Conservancy District.
6. If county roads or highways in the Lake Lemon area are to be used for this event, it is the event sponsor's responsibility to obtain all necessary permits to use such roadways.
7. Law enforcement, security, and traffic control services for this event are to be provided by the event sponsor as determined necessary by the LLCD.
8. **The Special Use Agreement fee for the park is a minimum of \$500.00 per event. The Special Use Agreement fee for the lake is \$1,700.00 per event. Fees payable at time of application.**
9. Each applicant for a Park/Lake Special Use Agreement must provide a Certificate of Liability Insurance, which is to be attached to and made a part of this agreement. LLCD and the City of Bloomington Utilities Department are to be named as additional insureds (\$1,000,000.00 limit).
10. A cancellation refund will only be allowed if the LLCD office is notified, in person, no later than seven (7) business days prior to the scheduled event. Rain or other inclement weather shall not be cause for a refund.
11. With due cause, this agreement may be revoked at any time at the sole discretion of the LLCD.

12. All activities, including but not limited to boating and swimming, take place at the individual's own risk. The LLCD or CBU is not responsible for accidents or injuries occurring within the LLCD.
13. Users of the facility shall be responsible for damages occurring on the premises, including but not limited to property damage, clean up costs and expenses incurred for enforcement of this provision, including reasonable attorney fees and costs of collection. The Applicant for the Special Use Agreement agrees to indemnify and hold the LLCD and CBU harmless from any claims or losses for damage or injury, including death, which indemnification shall include all damages, expenses and attorney fees.
14. Waiver of Subrogation - User waives all rights against the Lake Lemon Conservancy District, City of Bloomington Utilities Department, directors, and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability, or worker's compensation and employers' liability insurance maintained per requirements stated above.
15. Liability and indemnification - The User shall indemnify and hold harmless the Lake Lemon Conservancy District, City of Bloomington Utilities Department, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the use of the facility, or Services provided under this Agreement. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of User, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. User shall not be obligated to indemnify and defend the Lake Lemon Conservancy District and City of Bloomington Utilities Department for claims found to be due to the sole negligence or willful misconduct of indemnified Parties.