

PARK OCCUPANCY AGREEMENT

This Occupancy Agreement (“Agreement”) is entered into this ____ day of _____, 20____, by and between **Villages of Bennington Owners Conservancy, Inc.** (“VOB”) and

(singularly or collectively referred to as “Occupant”) for the temporary use and occupancy pursuant to the terms of this Agreement of a park/picnic pavilion area located at Overview Ridge and Clearwater Cv., Memphis, Tennessee, for a _____(type of function) with an estimated attendance of _____(number of invitees/attendees).

TERM: The “Term” of this usage and occupancy contemplated by this Agreement shall be for the hours commencing at _____ on the _____ day of _____, 20____, and ending at _____ on the _____ day of _____, 20____.

RENTAL FEE: The “Rental Fee/Deposit” for the Term shall be **\$100.00** and shall be paid to the **Villages of Bennington Owners Conservancy** from Occupant by cash, cashier’s check, credit card, money order or other good and immediate funds of **\$100.00** upon execution of this Agreement (“Deposit”); This deposit must be received ***thirty (30) days prior*** to the commencement of the Term. Occupant acknowledges and agrees that the Deposit, or the sum of **\$100.00**, will be **refunded** to Occupant if, through no fault of VOB, Occupant terminates this Agreement or provides notice to VOB of intent to terminate this Agreement prior to commencement of the Term. Occupant acknowledges and agrees that no portion of the Deposit shall be refunded to Occupant if Occupant abandons the Park and does not leave the park in a clean and orderly manner. Occupant understands they will be responsible for any expense above the \$100 should there be such expenses to return the park to same condition in which it was received.

ALLOWED USE: Occupant will not violate any state, local, or federal law(s) during the Term, and will, in all respects, occupy the Park in a lawful manner. Occupant agrees to: 1) keep the Park clean and sanitary and in good repair and, upon termination of the Term, to return the Park to VOB in a condition identical to that which existed when Occupant took possession of the Park, except for ordinary wear and tear; 2) to dispose of all garbage, trash, and other waste in a clean, safe, and sanitary manner in locations designated by Park; 3) use and operate all

electrical and/or plumbing fixtures properly; 4) personally refrain from and forbid any person in the Park from intentionally or negligently destroying, damaging or removing any fixture, appliance, or other part of the Park, including driving any nail into the pavilion or ceiling of the pavilion; 5) conduct himself/herself/itself and require all other persons, including guests, in the Park in a manner that will not disturb any neighboring portions of the Park or neighboring properties; 6) to not bring any animals into the Park; and 7) to immediately notify the VOB upon commencement of the Term of any defects or dangerous conditions in or about the Park.

By executing this Agreement, Occupant agrees to immediately notify the Park (within one hour of commencement of the Term) of any damage, unclean or improper condition existent within the Park. If Occupant fails to so notify the VOB of any such condition preexistent within the Park at time of the commencement of the Term, such inaction shall be deemed an acknowledgment by Occupant that the condition of the Park upon commencement of the Term is in good, safe, and clean condition and repair, and that Occupant will be deemed responsible for all damages or improper conditions subsequently found within the Park. The VOB will conduct an inspection following the Term and may determine in its sole and absolute discretion whether any damages were caused by Occupant or Occupant's guests and whether the Park was satisfactorily cleaned by Occupant. Occupant agrees to reimburse VOB for the cost of any repairs or replacements necessary to the Park or to any part of the property within which the Park is located relating to damage caused by Occupant or any guest of Occupant.

HOLDOVER: If Occupant remains in possession of the Park for any period of time past the expiration of the Term, Occupant shall be responsible for a "Holdover Fee" equal to \$45.00 per hour for each and every hour during any such holdover. "Remains in possession" shall be defined as Occupant, or any agent, employee, or guest of same, or any personal property or decorations (except common trash and lost property) remaining in the Park past the expiration of the Term.

LOSS OF VALUABLES: Occupant acknowledges and agrees to instruct guests to lock their vehicles and not keep any valuables within same. Occupant further acknowledges and agrees that VOB shall not be responsible for the loss of or damage to any valuables or personal property belonging to Occupant or the agents or guests of same. If any personal property or valuables is found by VOB subsequent to the expiration of the Term, same shall be held by the VOB for a period of ten (10) days. If Occupant does not notify VOB, in writing, within ten (10) days of the loss of any personal property or valuables during the Term or

otherwise reclaim same, VOB will dispose of any such found personal property or valuables at its discretion.

HOLD-HARMLESS CLAUSE: Occupant agrees to indemnify and hold VOB harmless from any and all liability, claims, loss, damages or expenses, including any attorney's fees and/or costs, arising by reason of the death or injury of Occupant or any employee, agent, or guest of Occupant caused or allegedly caused by some condition of the Park or of the property upon which Park is located.

DECORATIONS AND MATERIAL: All decorations, string and tape must be removed from the Park and the property upon which the Park is located immediately following the Term. **NO** decorations may be attached to the ceiling panel or strips. No material may be used in decorating that is not flameproof, nor may candles or any uncovered flame be used. **NO** rice, confetti, or silly string will be allowed within the Park or upon the property upon which the Park is located.

LEFTOVER FOOD: No leftover food may be taken from the Park by Occupant or any guest thereof. The Tennessee Health Department forbids this practice.

MINORS: Minors shall not be allowed the use of the Park without Chaperones. **NO MINOR MAY SIGN THIS AGREEMENT.**

CLOSING BUILDING: Occupant shall be responsible for turning off Lights, if any, and locking premises, if necessary due to time.

SMOKING: The entire pavilion in which Park is located is **SMOKE FREE** and Occupant agrees that there will be **NO SMOKING** inside any part of the pavilion building. Please request smokers to deposit their butts in the containers provided outside.

ALCOHOLIC BEVERAGES/ILLEGAL DRUGS: The entire Park is **ALCOHOL FREE & DRUG FREE**, and Occupant acknowledges and agrees that no alcoholic beverages NOR illegal drugs of any kind will be served vended, consumed, or brought into the Park, or onto the property upon which the Park is located, by Occupant or any guest, employee, or agent of Occupant.

TERMINATION: VOB reserves the right to terminate this Agreement at any time prior to the commencement of the Term for any reason. In such event, the Fee/Deposit will be returned to Occupant, and Occupant agrees to hold VOB harmless and waive any claims for actual, incidental or consequential damages incurred by Occupant.

DANGEROUS MATERIALS: Occupant, or any guest thereof, shall not bring into the Park any article or object of a dangerous, flammable, or explosive character that might substantially increase the danger of fire in the Park, or that might be considered dangerous by an ordinary person. Furthermore, unless expressly permitted in writing by VOB, Occupant, or any guest thereof, shall not carry or bring any firearms or weapons into the Park.

ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties hereto, and no promises or representations, other than those contained herein, have been made by the parties hereto. Any modifications or amendments to this Agreement must be in writing and signed by the parties hereto.

LEGAL FEES/VENUE: This Agreement shall be interpreted by the laws of Tennessee and venue for any action hereunder shall exist in a court of competent jurisdiction located in Shelby County, Tennessee. If any legal action is instituted by VOB to enforce this Agreement or any terms hereof, Occupant shall be responsible for all costs, including reasonable attorneys fees.

SEVERABILITY: If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall remain valid and enforceable.

WAIVER OF TRIAL BY JURY: The parties hereto agree that any legal action commenced in relation to this Agreement, if resulting in trial, shall be tried by judge and not by jury. The parties expressly waive their rights to trial by jury. By signing this Agreement, Occupant acknowledges that he/she has read the terms of this Agreement, understands the terms of this Agreement, and freely, knowledgeably, and intelligently waives the right to trial by jury.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

“Villages of Bennington Owners Conservancy, Inc. (VOB)”

By: _____
“OCCUPANT”

By: _____
Print Name: _____
Address: _____
Phone(s): _____