



Thomas R. Brant
Executive Director

York County Department of Parks and Recreation

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Nixon County Park Nature Center
5922 Nixon Drive
York, Pa 17403-9677
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SPECIAL USE AND ACTIVITIES AGREEMENT

THIS AGREEMENT made this _____ day of _____, _____, by and between the York County Department of Parks and Recreation, referred to as **LICENSER**, and _____, referred to as **(LICENSEE)**;

WHEREAS the Licenser requires groups/individuals to obtain written authorization (Special Use and Activities Permit) to use Licenser facilities for special events and solicitation activities, including food, merchandise, and service sales; and

WHEREAS written authorization (Special Use and Activities Agreement) is required for but not limited to Licenser sponsored and co-sponsored, and private solicitation events and activities;

NOW, THEREFORE the parties, intending to be legally bound hereby, in consideration of the mutual promises and covenants herein contained, do mutually agree as follows:

1. Activity/Special Use: **LICENSER** authorizes the **LICENSEE** to participate in the following activity/event, upon payment of the appropriate fee in Section 3. (circle activity) Metal detecting • Temporary Access • Remote Control Boating • Dog hunting/training • Overnight camping • Open fires • Launch hot air balloon • Wood Removal • Geo Cache • Other • within _____ County Park on (date) _____
Latitude: _____ Longitude: _____ Website: _____

2. Solicitation **LICENSER** authorizes the **LICENSEE** to conduct a solicitation activity or event, upon payment of the appropriate fee in Section 3, within _____ County Park on _____, _____, for _____.

3. Fee Schedule The following fee schedule is subject to change. Fees are non-refundable and no cancellations are permitted after fees are paid. (Check one).

- _____ \$18.00 per day. No electric, approved at least 5 business days prior to the date of the event.
- _____ \$25.00 per day. With electric, approved at least 5 business days prior to the date of the event.
- _____ \$28.00 per day. No electric, approved less than 5 business days prior to the date of the event.
- _____ \$35.00 per day. With electric, approved less than 5 business days prior to the date of the event.
- _____ Other: _____
- _____ Co-Sponsored/Sponsored Events
- _____ 25% of Gross Income. No electric. Fee due 15 business days after event.
- _____ 30% of Gross Income. With electric. Fee due 15 business days after event.
- _____ Other: _____

4. The **LICENSEE** shall prior to the start of the activity or event (check, if applicable)

- _____ Provide a Certificate of Insurance (at least one week prior to event) naming the County of York as Additionally Insured at a minimum of \$1,000,000.00 general liability insurance.
- _____ Demonstrate that **LICENSER** facilities to be used and **LICENSEE** supplied equipment is adequate for activity or event operations, acceptable to **LICENSER**.

5. During the event/activity, the **LICENSEE** shall keep the **LICENSER** facility clean and safe, daily disposing all wastes generated by or found in the event or activity area. **LICENSEE** shall comply with and cause patrons to comply with all Park Regulations and Local, State and Federal laws or ordinances pertaining to the activities including the selling of food, drink or merchandise and shall not dispense any items in glass containers.

6. **LICENSEE** agrees that no motor vehicles are allowed in areas other than designated parking areas, unless the Park Ranger on duty permits such activity. Catering trailers are permitted at specific locations with approval by LICENSER or Park Ranger on duty.

7. **LICENSEE** shall maintain adequate trash receptacles, clean park facilities, including tables, and will be responsible for the removal of all trash generated in the activity or event area. The LICENSEE agrees to leave the area free of litter and in same like condition as when taken before departure from the Park.

8. This Agreement may be immediately terminated for cause by the LICENSER if the LICENSEE fails to perform or abide by any of the terms and conditions herein. This Agreement may also be terminated by either LICENSER without cause, at any time.

9. **INDEMNIFICATION:** The LICENSEE shall indemnify, save harmless and defend the LICENSER from any and all claims, actions, damages, injuries and/or expenses arising out of the activity or event at LICENSER facilities or on account of any act, omission, neglect or misconduct by the LICENSEE. Accordingly, as part of the consideration of this agreement, the LICENSEE specifically covenants that it shall not assert any claim of any nature whatsoever against LICENSER or the County of York.

10. ONCE THIS NON TRANSFERABLE AGREEMENT IS SIGNED BY A DESIGNATED PARTY OF LICENSER AND LICENSEE, A COPY IS PROVIDED OR MAILED TO LICENSEE WHO MUST HAVE THIS AGREEMENT IN THEIR POSSESSION DURING THE LENGTH OF THIS AGREEMENT AND BE ABLE TO PRODUCE IT WHEN REQUESTED BY A PARK RANGER.

11. LICENSER agrees to provide: (List size of area, location, tables, etc.- may be subject to additional fees): _____

12. LICENSEE agrees to provide: (tables, chairs, etc.) or display, perform or sell the following: _____

13. COMMENTS: _____

**RETURN AGREEMENT PRIOR TO EVENT WITH AGREED UPON PAYMENT SCHEDULE TO:
YORK COUNTY PARKS, 400 MUNDIS RACE ROAD, YORK, PA 17406, (717) 840-7440 or FAX: (717)-
840-7403**

LICENSER: Executive Director/Assistant Director

DATE

LICENSEE: Business Name & Authorized Signature

DATE

LICENSEE: Address

Telephone number

This agreement automatically cancels itself December 31st of each calendar year.

COPY OF THIS COMPLETED AGREEMENT: Original - Licenser, 3 copies - Park Rangers (1 per ranger vehicle), 1 copy - LICENSEE