**ADDITIONAL TERMS AND CONDITIONS OF PERMIT**

BURDETTE PARK and PERMIT HOLDER named on this Permit mutually covenant and agree that the following constitute express terms, conditions and provisions of said Permit, in addition to those set forth above:

1. BURDETTE PARK is the owner and manager of the reserved facility and has the right to enforce all rules, regulations and ordinances relating to the operation of the reserved facility. If PERMIT HOLDER checks out 15 minutes late passed checkout time then PERMIT HOLDER will be charged for the second day of full rental fees.
2. BURDETTE PARK’S liability to PERMIT HOLDER and any and all persons claiming by, through or under PERMIT HOLDER, for any inability or failure by BURDETTE PARK to provide the reserved facilities for the permit period shall be limited to the refund or advance payments made by PERMIT HOLDER to BURDETTE PARK.
3. If required by BURDETTE PARK, PERMIT HOLDER shall employ and compensate:
4. Workers necessary for the preparation and clean-up of the reserved facility; and
5. Uniformed security personnel at the reserved facility during the event.
6. PERMIT HOLDER shall be liable to BURDETTE PARK for any and all damages to the reserved facility caused by PERMIT HOLDER or PERMIT HOLDER’S guests or agents, further, PERMIT HOLDER shall hold the BURDETTE PARK harmless for any and all damages which PERMIT HOLDER or guests may cause to third parties as a result of the PERMIT HOLDER’S use of the reserved facility.
7. PERMIT HOLDER shall be responsible for any and all coasts for any additional services required from BURDETTE PARK regarding the rental of the reserved facility.
8. After the event, PERMIT HOLDER shall promptly remove from the reserved facility any and all property brought to the reserved facility by PERMIT HOLDER unless other arrangements are made between the BURDETTE PARK and PERMIT HOLDER. If PERMIT HOLDER does not remove property brought to the reserved facility, BURDETTE PARK shall be entitled, without any liability of any kind to PERMIT HOLDER or any other person claiming by, through or under PERMIT HOLDER, to remove such property, or to retain custody thereof at a reasonable storage charge rate, and including the cost of removal and storage of such property, PERMIT HOLDER shall be responsible for paying BURDETTE PARK any storage charges incurred by BURDETTE PARK, if necessary, BURDETTE PARK shall file suit against PERMIT HOLDER to collect any storage fee charges owing by PERMIT HOLDER to BURDETTE PARK, in addition, PERMIT HOLDER shall be responsible for the payment of BURDETTE PARK’S reasonable attorney’s fees if collection action is required.
9. All sums due from PERMIT HOLDER or BURDETTE PARK hereunder shall be payable when due together with any required cost of collection and BURDETTE PARK’S reasonable attorney fees if such rental amount is not paid when due.
10. The Burdette Park Executive Director is hereby designed as the agent of BURDETTE PARK for all purposes, and no change in the terms or provisions hereto shall be binding upon BURDETTE PARK unless evidenced in writing by agreement constitutes the entire agreement between the parties hereto and no changes or alternations in the provisions hereof shall be binding on the parties unless executed in writing and signed by each of the parties.
11. BURDETTE PARK shall have no liability to PERMIT HOLDER for any loss or damage to any property of PERMIT HOLDER, injury or loss of PERMIT HOLDER’S guests or to persons employed by PERMIT HOLDER in connection with PERMIT HOLDER’S use of the reserved facility. PERMIT HOLDER shall comply with the laws of the State of Indiana relating to workmen’s compensation for its employees at the reserved facility.
12. PERMIT HOLDER must be at least twenty-one (21) years of age or older to rent any Shelter or Chalet facilities at Burdette Park.
13. All activities of PERMIT HOLDER at the reserved facility shall be conducted in accordance with applicable local, state, and federal laws, rules and regulations concerning the park, PERMIT HOLDER shall hold harmless and defend BURDETTE PARK from any loss, penalty or damage; including BURDETTE PARK’S cost of defense, arising out of claims as a result of violation thereof.
14. **Will your event at the reserved facility be open to the public? □ Yes □ No**

**Will an admission fee be charged to enter the reserved facility for such event? □ Yes □ No**

1. PERMIT HOLDER shall be required to secure the services of uniformed security personnel for any event that is open to the public in which an admission fee will be charged in order to enter the reserved facility or for an event in which alcoholic beverages will be served or sold. In addition, uniformed security personnel may be required for certain large sponsored events to be held within Burdette Park. In addition, PERMIT HOLDER agrees to assume, defend at all times, indemnify, protect, save and hold harmless the BURDETTE PARK against any and all claims, demands, actions or causes of action, arising or resulting directly or indirectly for the use of the reserved facility, including without limitation any and all claims by any guests, employees, agents, representatives or others associated with PERMIT HOLDER, its employees of PERMIT HOLDER, the claims of any person attending the event for which the reserved facility has been reserved, the claims of any other person for damages for bodily, sickness, mental anguish or death, or claims for damages to the property of PERMIT HOLDER, its employees, agents, or property of PERMIT HOLDER which is sustained in the use by PERMIT HOLDER of the reserved facility.
2. For any rental event which is open to the public or which may require the payment of an admission fee or the rental of a facility for an event in which alcoholic beverages will be served or sold, the PERMIT HOLDER shall carry comprehensive liability insurance coverage by an insurance company acceptable to BURDETTE PARK in the amount of Seven Hundred Thousand Dollars ($700,000.00) per person and Five Million Dollars ($5,000,000.00) in aggregate to insure the BURDETTE PARK against any and all claims or damages. Proof of insurance coverages shall be provided by PERMIT HOLDER to BURDETTE PARK at least three (3) days prior to the event.
3. Failure to comply with any of the terms set forth herein will result in the termination of this permit rental agreement by BURDETTE PARK.
4. Without the prior express written permission of BURDETTE PARK, PERMIT HOLDER shall not permit its agents, employees, invites, or guests to do any of the following:
   1. Deface, injure, damage, waste, or otherwise affect the reserved facility or any part of the Burdette Park premises in which the reserved facilities are a part;
   2. Assign of transfer this permit agreement or permit any use of the reserved facilities other than as specified herein;
   3. Sell any merchandise, wares, or goods within the reserved facilities;
   4. Attach, place, erect, or display any poster, banner, streamers, signs, or any other advertising device of the property of the BURDETTE PARK;
   5. Use the reserved facilities for any purpose other than normally incident of the purpose set forth herein, or use any part of the premises, or obstruct the plumbing, lighting, air conditioning or heating installations or use of the same for other than normal purpose; and
   6. Serve, sell or permit the sale of any alcoholic beverage within or on the reserved facilities.
5. **Will you be serving or providing beer, wine, or liquor at the reserved** **facility? □ Yes □ No**
   1. If you checked yes, you must contract an Indiana state licensed alcohol provider who must submit documentation to Burdette Park Main Office two weeks prior to the event date.

Alcohol provider: ­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. If beer, wine and/or liquor, is present at any event, Burdette Park management **REQUIRES** the hiring of the services of a uniformed sheriff deputy at PERMIT HOLDER’S sole expense and cost. Contact Burdette Park Main Office for a list of available Vanderburgh County Sheriff Deputies. (Policy effective 9/24/2021)
2. Pursuant to Indiana law, there is no smoking allowed in any buildings at Burdette Park.