LIMITED LICENSE AGREEMENT WILLIAMSON COUNTY ENRICHMENT CENTER - NO ALCOHOL COF CONTRACT No. 2019-0053

THIS LIMITED LICENSE AGREEMENT ("Agreement") is made and entered into by and between Williamson County, Tennessee, a county governmental entity of the State of Tennessee ("COUNTY") on behalf of the Williamson County Parks and Recreation Department ("Department"), and City of Franklin ("LICENSEE"), each referred to as a "Party" or jointly as the "Parties".

Event Date(s): May 13th, 2019

Event Times: 5:30 PM-7:30 PM

ARTICLE I LIMITED USE

- 1. Venue. The COUNTY owns improved real property located at 110 Everbright Avenue, Franklin, Tennessee 37064, commonly referred to as the Williamson County Enrichment Center ("Facility") which is part of Academy Park. The LICENSEE desires to use the designated rooms/areas as described in Exhibit A. ("Venue"), and the COUNTY desires to license the Venue "as is" and the COUNTY makes no warranty or guarantee as to the suitability of the Venue to conduct the Event or for permissible purpose authorized herein.
- 2. Primary Purpose. LICENSEE proposes to use the Venue solely for the purpose(s) designated in Exhibit A (the "Event") which will disclose the name and contact information of the organizer, the name/nature of the Event, and the estimated number of attendees. No other use shall be authorized and any use deviating from the use specified therein without the prior written consent of the COUNTY shall be a material breach of this Agreement. LICENSEE shall not use the Venue for any purposes prior to or after the expiration of the dates and times specified in Exhibit A without the prior written consent of the COUNTY.
- 3. Limited, Revocable License. The COUNTY grants to LICENSEE, and LICENSEE accepts, a limited, revocable license to use the Venue solely on the Event Dates and only during the Event Hours, subject to the terms and conditions as agreed upon herein. LICENSEE agrees to use the Venue in accordance with any additional terms and conditions provided by the COUNTY.

Term - Dates and Times.

- 4.1 The term of this Agreement shall be specifically for the dates and times set forth in Exhibit A. LICENSEE may not schedule any activity for the Venue for a date or time other than what is specified in this Agreement except as specifically approved by the Department Director or the Director's designee,
- 4.2 The COUNTY reserves the right to schedule and license other uses or events within the Facility or at Academy Park. COUNTY agrees to give reasonable notice to the LICENSEE if the provision of notice is convenient to the COUNTY.
- 4.3 Prior to the first day's use, the LICENSEE and COUNTY shall inspect the Venue and note any damages that exist prior to the LICENSEE's use. LICENSEE shall be responsible for contacting COUNTY to conduct the inspection. Should the LICENSEE fail to contact the COUNTY, the LICENSEE waives its rights to declare preexisting damages to the Venue.
- 5. **Equipment.** In the discretion of the COUNTY, LICENSEE may use available COUNTY owned equipment listed in Exhibit C and located in the Venue during the use of the Venue subject to the costs, terms, and

conditions contained herein. LICENSEE represents and warrants that it is experienced in the use of the type of equipment licensed herein and that the equipment shall be used in a safe, responsible and reasonable manner,

Conditions and Limited Use.

- 6.1. Notwithstanding the terms contained herein, COUNTY maintains the right to control the management of the Venue and enforce the rules and regulations of the Department and COUNTY which are included in Exhibit C (the "Guidelines/Policies"). LICENSEE acknowledges that Academy Park is located near residential neighborhoods and therefore agrees to control the noise level at the Event such that it does not disturb neighboring occupants. In the event that LICENSEE's Event creates a disturbance due to high noise volume or a violation of a noise ordinance, LICENSEE shall immediately reduce the volume or conclude the Event. Failure to reduce the noise volume or comply with a noise ordinance will result in the immediate termination of this Agreement for breach.
- 6.2. LICENSEE will at all times, keep all areas of the Venue and surrounding areas clean. All rubbish and garbage resulting from LICENSEE's use of the Venue must be collected and removed by LICENSEE from the Venue upon conclusion of the Event and disposed in an appropriate and lawful manner.
- 6.3. LICENSEE will not litter, deface, or damage the Venue or any part of Academy Park and shall not knowingly, intentionally, or negligently damage any part of Academy Park. Promptly, upon demand, LICENSEE shall pay to COUNTY the cost or expense incurred or to be incurred for any extraordinary cleaning services, repairs, or replacements necessitated by LICENSEE or its agents, participants, attendees, employees, independent contractors, invitee, or Vendors.
- 6.4. LICENSEE shall comply with all statutes, ordinances, or regulations of all applicable governmental authorities. This shall include but not be limited to compliance with all health codes and regulations and all business licensing requirements.
- 6.5. LICENSEE shall neither use nor occupy the Venue or any part thereof for any unlawful, disreputable, or hazardous business purpose, nor operate or conduct any private business not authorized in this Agreement or use the Venue in a manner constituting a nuisance of any kind. LICENSEE shall immediately, upon discovery of any unlawful, disreputable, or hazardous use, take action to halt such activity.
- 6.6. LICENSEE shall not charge any fee for parking at the Event unless LICENSEE has received express written permission from the Department.
- 6.7. COUNTY retains the right to use any part of Venue in any manner not inconsistent with the rights granted herein to LICENSEE unless COUNTY is exercising its rights provided herein or for any reason deemed by the COUNTY to be in its interest.
- 7. Vacate. LICENSEE shall vacate the Venue and remove all of its property at the end of the Event as specified in Exhibit C. LICENSEE shall leave the Venue in the same condition as the Venue existed prior to the Event. Should the LICENSEE fail to vacate the Venue at the conclusion of the event time period, LICENSEE shall be charged an additional \$50 per hour in beyond the licensed time.
- 8. **Venue Rules.** The Venue is subject to the rules, guidelines, policies and restrictions concerning the use of the Venue that is attached hereto as <u>Exhibit C</u>,
- 9. **Prohibition on Open Flames.** There shall be no open flames permitted in the Venue or in any other structure on Academy Park under any circumstances. LICENSEE shall not use open flames, pyrotechnic, flash pots, or put up or operate any machinery in the Venue, or use flammable fluids for any purpose. LICENSEE agrees that all decorative material or scenery or props used for the Event shall be flameproof and that all matters involving safety be resolved and in the complete discretion of the COUNTY.

ARTICLE II LICENSE FEES, RENTAL FEES AND ADDITIONAL COSTS

- 1. License Fee. LICENSEE shall pay to the COUNTY a license fee as provided in Exhibit B and in accordance with this Agreement (the "License Fee"). The COUNTY shall not reserve the Venue for the Event until all fees and costs are paid in accordance with Exhibit B. Fifty-percent (50%) of total License Fee is due at the time the venue is reserved as shown in Exhibit B. Failure to tender full License Fee or additional fees within thirty (30) days prior to the first Event date shall be grounds for the COUNTY to revoke this License and terminate this Agreement. Upon such revocation, the COUNTY shall be entitled to retain the full amount of the License Fee paid by or on behalf of LICENSEE. Neither party shall have any further rights and/or obligations hereunder.
- Damage Deposit. In addition to the fifty-percent (50%) of the License Fee paid by LICENSEE to reserve the Venue. LICENSEE shall provide a check or credit card in the amount of \$ N/A to be used as a Damage Deposit, upon submitting an application for the use of the Venue. The COUNTY may apply all or part of the Damage Deposit to any charges due from LICENSEE or to cure any other defaults of LICENSEE in accordance with Exhibit B, COUNTY may, in its complete discretion, contact the LICENSEE to provide an opportunity to the LICENSEE to pay any amounts owed for any damage, additional costs or costs associated with any breach of this Agreement or the use of the Venue. Should LICENSEE fail to pay all amounts owed within thirty (30) days of the notice then COUNTY will apply Damage Deposit toward the amounts owed. No interest shall be paid on the Damage Deposit. Under no circumstances shall the prepaid amounts be transferable to another day or event for the Venue. COUNTY shall not be required to keep the Damage Deposit separate from its other accounts and no trust relationship is created with respect to the Damage Deposit. Upon termination of this Agreement, other than a termination resulting from LICENSEE's default, and after LICENSEE has vacated the Venue in the manner required by this Agreement, COUNTY shall refund to LICENSEE within thirty (30) days any Damage Deposit amounts remaining after deducting all owed amounts. In the event the Damage Deposit is not sufficient to pay all remaining amounts owed by LICENSEE to the COUNTY, the LICENSEE shall promptly pay to the COUNTY the amounts owed upon receipt of written notice from the COUNTY. Neither party shall have any further rights and/or obligations hereunder.
- 3. Additional Costs. LICENSEE is solely responsible for and shall pay all other costs associated with LICENSEE'S use of the Venue, including, but not limited to, the costs set out below (the "Additional Costs"). The Additional Costs are in addition to the costs provided on Exhibit B which may include the following:
- 3.1 Cost to cleanup all areas occupied or used by LICENSEE, its employees, vendors, volunteers, participants, and attendees and return the Venue to its condition prior to the first day of the Event, to the extent deemed necessary by COUNTY.
- 3.2 Actual costs, including but not limited to labor, freight, and/or shipping charges, to repair and/or replace any property owned or administered by COUNTY that is damaged by intentional or negligent acts or omissions of LICENSEE, its agents, employees, participants, or invitees.
- 3.3 Cost to the COUNTY for any additional equipment and services arranged by the COUNTY at the request of the LICENSEE.
- 3.4 The COUNTY may require an additional fee for support staff for certain events such as security, technicians, servers, transportation, etc. Staff requirements will be evaluated on an individual basis. If additional staffing is deemed to be necessary by the COUNTY as a result of erroneous information (including attendance and nature of event) being provided by LICENSEE including cleaning crew, repair or maintenance, COUNTY may bill the LICENSEE for such fees in its sole discretion and the LICENSEE shall pay all such fees immediately upon receipt of invoice.

- 3.5 Cost of supervisors at a rate as detailed on Exhibit B.
- 3.6 Any other costs reasonably incurred by COUNTY in connection with LICENSEE's use of the Venue.
- 4. Concession/Vendor's Fee. If COUNTY authorizes LICENSEE to contract with third-party vendors subject to the conditions, obligations, and restrictions contained herein, the LICENSEE shall pay a fee of \$100.00 per vendor/booth. LICENSEE shall pay COUNTY the Vendor's Fee on the Settlement Date.
- 5. Event Permits. LICENSEE shall be responsible for paying all fees for and acquiring all required Event permits from the City and State, including special or event permits and all other approvals from governmental authorities required for the Event. Event permits must be on site during the entire term of this Agreement. In addition, if the COUNTY authorizes vendors, concessions, or food trucks to participate in the Event, LICENSEE must provide the COUNTY individual permits required by the City or State to conduct the Event.
- 6. Settlement Payment. Upon conclusion of LICENSEE'S event, within thirty (30) days after the date of the Event, COUNTY shall complete a settlement statement and submit it to LICENSEE for all charges and Additional Costs incurred or otherwise owed by LICENSEE under this Agreement. In calculating amounts actually due to COUNTY under this Agreement, COUNTY shall consider any Additional Costs that were not accounted for in the fees paid prior to the Event and any amount for which COUNTY is entitled to pursuant to this Agreement and such fees shall be deducted from Deposit or if the amounts remaining are insufficient, LICENSEE must pay within thirty (30) days of receipt of an invoice from the County.
- 7. **Refund.** Any change to the rental dates defined in <u>Exhibit A</u> must be made in advance and in writing to the Department Director or the Facility Manager. If the Event is cancelled by, except for breach by LICENSEE, COUNTY shall refund pre-paid fees according to the following rules:
- 7.1. Receipt of LICENSEE's written cancellation by COUNTY no later than thirty (30) days or more prior to first rental date; 80% of the License Fee paid by LICENSEE shall be refunded within thirty (30) days of receipt of notice. The fee to terminate the Agreement is 20% of the License Fee paid to reimburse the COUNTY for any costs resulting from the termination. The Damage Deposit will be refunded to the LICENSEE in the same manner as the Licensee Fee.
- 7.2 Receipt of LICENSEE's written cancellation by COUNTY no later than fifteen (15) days or more prior to first rental date; 50% of the License Fee paid by LICENSEE shall be refunded within thirty (30) days of receipt of notice. The fee to terminate the Agreement is 50% of the License Fee paid to reimburse the COUNTY for any costs resulting from the termination. The Damage Deposit will be refunded to the LICENSEE in the same manner as the Licensee Fee.
- 7.3 Receipt of LICENSEE's cancellation by COUNTY less than fifteen (15) days prior to first rental date; 20% of the License Fee paid by the LICENSEE shall be refunded within thirty (30) days of receipt of notice. The fee to terminate the Agreement is 80% of the License Fee paid to reimburse the COUNTY for any costs resulting from the termination. The Damage Deposit will be refunded to the LICENSEE in the same manner as the Licensee Fee.
- 8. Taxes. LICENSEE shall be responsible for all applicable taxes associated with the LICENSEE'S use of the Venue.

ARTICLE III CONCESSIONS AND VENDORS

- 1. Should LICENSEE desire to have concession stands or vendors operated by third-parties not affiliated with LICENSEE in any manner ("Vendors"), LICENSEE must obtain written approval from the COUNTY before contracting with or otherwise granting permission to any Vendors.
- 2. The LICENSEE shall obtain written approval from the COUNTY before contracting or granting permission to any outside Vendor(s) for things such as clothing, food, photographers, sporting goods, etc., for participation in the Event. Vendors shall comply with all state and city laws and regulations.
- COUNTY reserves the right to audit the sales activity of LICENSEE, including, but not limited to, conducting periodic inventories of the items offered for merchandise sales.
- 4. LICENSEE does not hereby acquire a right to any of the concessions located upon the leased premises and the COUNTY can revoke any previous approvals for any reason.
- 5. COUNTY reserves the right, in its sole and absolute discretion, to prohibit or restrict the sale or display of any concession or other item which is deemed objectionable.
- 6. Pursuant to Tennessee Code Annotated 67-4-710, if applicable and required by law, it is the LICENSEE's responsibility to obtain licenses from the Williamson County Clerk's Office and shall collect and submit to the Williamson County Clerk's Office the fee for a Vendors participation in the Event. This paragraph shall apply unless LICENSEE is otherwise exempt from the requirement as provided in Tennessee Code Annotated 67-4-710.
- 7. LICENSEE is solely responsible for paying or ensuring Vendors pay any and all applicable taxes or fees assessed against the sale of tickets or the sale of merchandise.
- 8. LICENSEE shall pay the per booth fee as provided under Article II for any Vendor that is selling any goods or services.

ARTICLE IV EVENTS

- 1. Compliance with Laws. LICENSEE shall obtain and maintain any necessary permits, licenses, or other forms of permission necessary to use the Venue according to the permitted uses set forth in Exhibit A in a lawful manner. LICENSEE shall not use the Venue in any manner that would violate any local, state or federal laws or regulations. Only to the extent permitted by Tennessee law, LICENSEE hereby indemnifies COUNTY, their employees, agents, heirs, successors and assigns, for any damages, penalties, fines, suits, actions, or other costs (including reasonable attorney fees) arising out of or in connection with LICENSEE's violation of any local, state, or federal laws, rules, regulations, or ordinances related to LICENSEE's use of the Venue.
- Occupancy. LICENSEE shall not admit a larger number of persons than the Venue's capacity of the Venue as defined by applicable fire codes.
- 3. LICENSEE shall remove all LICENSEE's scenery, and props, from the Venue at the conclusion of the last day of the Event. Any items left after the last day of the Event will be dealt with as provided in Article V.

ARTICLE V EXPIRATION/TERMINATION OF EVENT

- 1. Effect of Termination. Upon the termination of this Agreement either by expiration or by convenience or cause, LICENSEE shall remove all equipment and property that is owned or leased by the LICENSEE or leased from a party other than the COUNTY. Upon termination or expiration of this Agreement, the LICENSEE will peaceably surrender to the COUNTY, the Venue in as good order and condition as when received, reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, act of God, or circumstances over which the LICENSEE has no control or for which COUNTY is responsible pursuant to this Agreement excepted. COUNTY shall not be responsible for any items, fixtures, equipment, material, or any other item owned or leased by the LICENSEE which remains in the Venue beyond the termination of this Agreement.
- 2. Personal Property. Scenery, props, and costumes left by the LICENSEE or any such items stored by COUNTY at the request of the LICENSEE which have not been claimed by LICENSEE within ten (10) days after the last day of the Event shall be deemed abandoned by LICENSEE. At COUNTY's option, COUNTY may: (i) take possession of the items and treat them as its own property and utilize it, destroy it, or otherwise dispose of it, or (ii) store it at LICENSEE's sole expense and risk. LICENSEE hereby waives any right to claim the value thereof or damages therefore. LICENSEE shall be liable to COUNTY for: (i) the cost incurred by COUNTY in disposing of or destroying the abandoned property and (ii) the cost of storing the items if COUNTY elects to store it for LICENSEE.
- 3. Revocation. COUNTY shall have the right to revoke the License at any time prior to the Event date, provided it gives LICENSEE prior written notice of revocation. In the event that COUNTY revokes the License prior to the Event for reasons other than nonpayment of fees or breach of this Agreement by LICENSEE, COUNTY shall refund to LICENSEE the full amount paid by LICENSEE in connection with this Agreement, including the Deposit.

ARTICLE VI DEFAULT / TERMINATION

- 1. LICENSEE shall be in default of this Agreement if: (i) it fails to pay any amounts due under this Agreement; (ii) it breaches any provision of this Agreement or any rules and regulations promulgated by the COUNTY pertaining to the Venue or Academy Park; (iii) it violates any applicable laws or ordinances during its use of the Venue; (iv) it abandons the Venue before the end of the Event without restoring the Venue as required herein; or (v) it shall dissolve or cease doing business as a going concern or become insolvent or bankrupt.
- 2. Upon default by LICENSEE, COUNTY may exercise the following remedies, in its sole discretion:
- 2.1. Declare LICENSEE in breach to take immediate possession of the Venue and all COUNTY owned property.
- 2.2. Terminate this Agreement by giving the LICENSEE written notice of termination, which shall not excuse any breach of this Agreement by LICENSEE. Upon termination based on breach of this Agreement, LICENSEE shall pay any and all unpaid fees together with all other costs, expenses, or damages suffered by the COUNTY as a result of the breach of this Agreement or related to the use of the Venue.
 - 2.3 Pursue any other remedies available to the COUNTY either at law or in equity.
- 3. No single or partial exercise of any right or remedy shall preclude any other or further exercise of a right or remedy. No waiver by the COUNTY of any default shall operate as a waiver of any other default, or the same default on a future occasion. No delay or omission by the COUNTY in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise of a right or remedy shall preclude any other or further exercise thereof, or the exercise of any other right or remedy.

ARTICLE VII MISCELLANEOUS

- 1. Inclement Weather. In the event of inclement weather, this Agreement may be terminated by the Department only. LICENSEE shall have no right to terminate this Agreement based on inclement weather unless agreed by the Department. In the event that the prevailing weather conditions either make, or are likely to make, continuation of the Event impractical, Department may terminate this Agreement. In the event of such termination, the amount of rental, deposits, and other fees paid by LICENSEE shall be refunded to LICENSEE within thirty (30) days of the termination.
- 2. **Insurance**. LICENSEE agrees to provide to the COUNTY proof of liability insurance in accordance with the following conditions and requirements:
- 2.1 Special Event Liability Insurance is required for use of the Venue, caterers, or Vendors. Established Catering Services may use their license and insurance to satisfy their individual insurance requirements. The insurance must provide and maintain public liability and personal property damage insurance, contractors and contracted Vendors against all bodily injury, property damage, personal injury, and other loss arising out of the Event or LICENSEE's use and occupancy of the Venue, or any other occupant on the Venue, including appurtenances to the Venue. The insurance required hereunder shall have a single limit liability of not less than \$1,000,000 and general aggregate liability of not less than \$2,000,000. The General Liability policy must name Williamson County Government as an Additional Insured with respect to this Agreement. Said insurance will be written by a company or companies licensed to do business in the State of Tennessee and satisfactory to Williamson County Government Risk Management. LICENSEE shall provide a copy of the insurance certificate no later than thirty (30) days prior to the Event. All insurance provided by LICENSEE shall be primary as to any other insurance or self-insurance programs afforded to or maintained by COUNTY;
- 2.2 Any category and/or outside Vendors, companies, and/or institutions MUST provide a copy of all required permits, their Certificate of Insurance, and Catering License to the Department, naming Williamson County as stated herein, which must be delivered to the COUNTY no later thirty (30) days prior to the Event.
- 3. Indemnification. Only to the extent permitted by Tennessee law, LICENSEE agrees to indemnify, defend, and hold the COUNTY and Department, its employees, officers, contractors, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the use of the Venue or any other area of Academy Park, including but not limited to, the personal guarantee of provision, service, and dispensing of concessions by LICENSEE, its employees, caterers, Vendors, and agents at the Event. In addition, LICENSEE shall indemnify and hold harmless COUNTY, its officers, agents, and employees from any claims, damages, costs, and attorney fees for injuries, death, or damages arising in part or in whole, from the negligent or intentional acts or omissions of LICENSEE, its officers, servants, volunteers, employees, Vendors, caterers and/or agents, including its sub or independent contractors, in connection with the performance of this Agreement or use of the Venue.
- 4. License Only. This Agreement shall be deemed to create only the relationship of licensor-licensee between the Parties and shall in no event, be deemed to create any other relationship, including without limitation, landlord-tenant, principal-agent, master-servant, employer-employee, or partner-joint agent.
- 5. **No Amendment.** No amendment or modification to this Agreement shall be binding upon the COUNTY or Department unless same is in writing and signed by the COUNTY and Department.

- 6. No Assignment. This Agreement is for the sole benefit of the LICENSEE and the COUNTY, and LICENSEE may not assign or transfer its obligations or rights under this Agreement. Any assignment or transfer contrary to the provisions of this Section 6 shall be null and void.
- 7. Copyrights, Royalties, and Trademarks. LICENSEE warrants that no music, visual displays, video, DVDs, literary or artistic work, or other property protected by copyright will be performed, reproduced, provided, or used, nor will the name of any entity protected by trademark be reproduced or used relating in any manner to LICENSEE's use of the Venue, or any part of Academy Park unless LICENSEE has obtained written permission from the copyright or trademark holder and has satisfied all copyright and trademark laws. LICENSEE covenants to comply strictly with all laws respecting copyright, royalties, and trademarks and warrants that it will not infringe any related statutory, common law, or other right of any person during its use of the Venue. Only to the extent permitted by Tennessee Law, LICENSEE shall indemnify and hold COUNTY and its officers, agents, and employees harmless from all claims, losses, and damages (including court costs and attorney fees) with respect to such copyright, royalty, or trademark rights.
- B. Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the Parties to this Agreement, and shall inure solely to the benefit of the Parties to this Agreement. The provisions of this Agreement are intended only to assist the Parties in determining and performing their obligations under this Agreement. The Parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- 9. Loss/Theft. COUNTY shall not be responsible for theft, loss, or damage to the property of LICENSEE or LICENSEE's Vendors, employees, participants, invitees, and contractors that occurring during the use of the Venue by LICENSEE unless such theft, loss, or damage is caused directly by the gross negligence of the COUNTY, its officers, or employees.
- 10. Severability. In the event that any section and/or term of this Agreement is found by a court of competent jurisdiction to be in contravention of the Constitution of this State or of the United States, or any law of this State, such section and/or term is to be severable from the remainder of the Agreement, and the remaining sections and/or terms are to be fully enforceable.
- 11. **Discriminatory Practices.** No Party shall subscribe to any policy or practice which permits or allows the refusal of services to individuals in need due to the individual's race, creed, color, national origin, age, sex, or which is in violation of any applicable laws.
- 12. Health and Safety. LICENSEE shall be responsible for and shall ensure all Vendors, caterers, participants, employees, invitees, and attendees comply with local, city and state laws, ordinances, and regulations including, but in no way limited to, all applicable federal, state and local codes and regulations relating to the preparation and service of food products, as well as any and all regulations set forth by the management covering fire, safety, health, and all other matters. LICENSEE, its contractors, Vendors, caterers, invitees, and attendees and volunteers will be solely and completely responsible for maintaining the Venue arising out of or in connection with the use of the Venue. This requirement will apply continuously. If death, serious injuries, or serious property damages are caused, the accident or loss will be reported verbally and in writing immediately to Williamson County Government, Risk Management Division at (615) 790-5466 during business hours and at (615) 791-6200 after business hours. In addition, LICENSEE must promptly report in

writing to Williamson County Government, Risk Management Division within 24 hours of all accidents or incidents of loss whatsoever arising out of or in connection with the performance of work giving full details.

- 13. Hazardous Material. LICENSEE shall not bring upon the Venue any exhibit, equipment, material, or item which is defined by law or code as hazardous material.
- 14. **Destruction.** If the Venue is destroyed by fire or other casualty at no fault of the LICENSEE, this Agreement shall terminate with no further obligations from the COUNTY.
- 15. Americans with Disabilities Act (ADA) Compliance. Compliance with applicable provisions of the Americans with Disabilities Act (ADA) is required for all Events held on Academy Park unless otherwise exempt. COUNTY shall be responsible for complying with ADA requirements concerning physical permanent structures located in the Venue. LICENSEE shall be responsible for complying with ADA requirements concerning the use of the Venue to accommodate attendees' special needs, including, but not limited to, the manner and layout of booths, Vendors, and food trucks.
- 16. Choice of Law/Venue. This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement or its attachments become subject to litigation, the exclusive venue for such action will be in Williamson County, Tennessee.
- 17. Assignment and Subletting. This Agreement cannot be assigned or subleased by either Party.
- 18. Legal fees. LICENSEE agrees that in the event either Party deems it necessary to take legal action to enforce any provisions of this Agreement, and in the event COUNTY prevails, LICENSEE shall pay all expenses of such action including reasonable attorney fees and court costs at all stages of litigation.
- 19. **Residual Matters.** Any matters not expressly covered by this Agreement or by applicable rules and regulations adopted by the COUNTY shall be determined by the Department Director or the Williamson County Mayor.
- 20. **Heading.** The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provisions of this Agreement.

LAST ITEM ON PAGE

AFFIDAVITS AND SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates recorded below.

City of Franklin:	
By: Eric S. Stuckey	Date: 3-26-19
Title: City Administrator	Phone No.: 615-491-3217
Approved as to Form:	
Tiffani M. Pope, Staff Attorney	
WILLIAMSON COUNTY, TENNESSEE:	
By: Norm C	Date: 5-6-19
Rogers Anderson Williamson County Mayor By:	Date: 4-25-19
Gordon Hampton, Parks and Recreation Director	,
By: Way Track!	Date: 5-2.19
Wayne Franklin, Williamson County Risk Manager	1/ 0/ 10
By: Williamson County Attorney	Date: 4-01e-19

 $H:\ \ Williams on \ County\ Agreements\ \ Parks\ and\ Rec\ \ Porm\ Agreements\ \ License\ Agreement\ \ 2015.05.25 License\ Agreement\ \ EC\ No\ Alcohol\ RC. docx$

Exhibit A

Application Form / Enrichment Center

Application Forms must be received no later than <u>60 days</u> prior to requested rental date.

Once your application is received we will notify you of the status of your request within <u>2 to 3</u> business days of receiving the request. If your request was approved you then have <u>7 to 10</u> days to set up a meeting with the Facility Manager to complete the rental process, otherwise your requested rental date will be released.

Today's Date: 1/16/19_ Individual/Organization Name: Franklin Fire Department-COF Type of Organization (i.e: Government, School, Non-Profit (501c3, etc.), Business: Non Profit-Government Type of Event: Franklin Fire Department Annual Awards Ceremony You may be required to provide a Certificate of Insurance with at least \$1 million single limit liability and \$1 million general aggregate liability. Do you currently have a COI? YES /(NO If yes, does it cover the requested rental dates? YES / NO (We are able to provide in the future if reeded) Event Name (if any): Award Ceremony Event Date(s): May 13, 2019 Day(s) of the week: M T W TH F SA SU Event Set-Up Time (prior to event): 9:00 (am / pm) Event Start Time: 5:30 (am / pm) Event End Time: 7:30-8:00 (am / pm) Total Number of Hours: 2 1/2-3 Hours (not including set up I tean down) (Note: All license fees include set up and clean up times.) Circle area(s) being requested: Full Banquet Room / Partial Banquet Room / Studio Room Approximate # Attending/Participating: 250 Contact Person: Marlena DeSantis Contact Person Address: 109 3rd Avenue -S-Suite 130 City: Franklin State: TN Zip: 37064 Email: marlena.desantis@franklintn.gov_ Phone #(s): 615-550-6757 Secondary Contact: Jamie Melton Phone #:615-550-6862

Complete Description of Event: (Please be specific): Annual awards presented to the City of Franklin Fire Firefighters. We will need to use the sound system and projector screen as in the past. We will serve refreshements but we will not use an outside caterer. I can provide a layout of the room. (Chairs/tables) We will need a stage for the award presentation. Last time we used Southern Events.

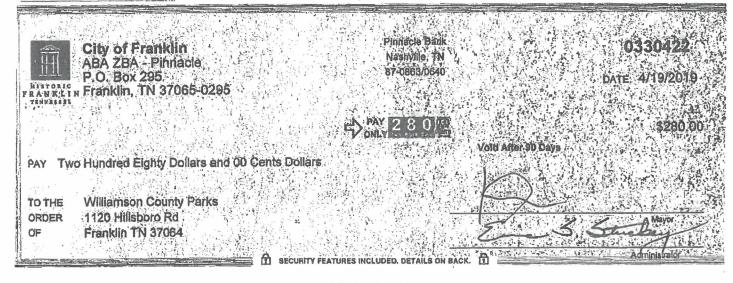
-Is there an admission fee/charge to attend event? YES / NO If yes amount -Will food be served at your event? YES / NO Catered? YES / NO Other -Will concessions or food items be sold? YES / NO Please explain:	
-Is there an admission fee/charge to attend event? YES / NO If yes amount -Will food be served at your event? YES / NO Catered? YES / NO Other -Will concessions or food items be sold? YES / NO Please explain:	t: \$
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-Will concessions or food items be sold? YES / NO Please explain: -Will alcohol be served at your event? YES / NO *Please not	
-Will alcohol be served at your event? YES / NO *Please not	
	1. 1 1 1 1 COTTA
(Events serving alcohol are required to provide security at their event and a	te alcohol may not be SOLD*
	t the expense of the Licensee.)
- Security Service Information: This information MUST be provided 30 days pr	rior to date of event.
*Law Enforcement/Licensed Security Firm Name:	
*Name:	
*Contact #:	
(Required # of Officers: 1 officer for 100 guests or less/2 officers for 10	00 guests or more)
# of Officers Required:	
-Will you provide entertainment (DJ, Band, Guest Speaker, etc.,): YES / NO	
If yes, type:	
If caterers, vendors and other services are being used for your event they will be County with a Certificate of Insurance listing Williamson County Governme "Additional Insured". Certificate of Insurance must be received 30 days prior approved by the County Risk Manager.	pe required to provide Williamson nt as a certificate holder and as
Product Vendors for Conferences, Exhibits, Special Programs, etc. that will required to pay a Vendor Fee of \$100.00 to the Licensee and in return that fee we Fees and paid to Williamson Co. Parks and Recreation. (See Guidelines & Polymonth Parks and Parks	vill be included in the total License licies for details)
Mail or email your request to:	
WCPR - Enrichment Center at Academy Park Attention:	Trisha Bilbrey
110 Everbright Street Franklin, TN 37064 Phone: 615-786-0186 ext. 2512 Email: Trisha.Bilbrey@willia	muangauntu tu sas
**************************************	##*##*******
WCPRD USE ONLY	
Request Approved / Denied: Insurance Additional Notes:	Required: YES / NO

Exhibit B

Williamson County Enrichment Center 110 Everbright Avenue, Franklin, TN 37064

501 C3 Agen	cy/Scho	ole	
	Mark the Charles and Children Co.		
License Fe	e Kepori	•	
For: Franklin Fire Department Awards Ba	nquet- City Of	Franklin	
5/13/2019			
Rehearsal Date: XX/XX/XXXX, Day of Wee	k, Times: Mond	lay, May 13th	
•			
	Rate:	Hours:	Cost:
/ENUE FEES:		-	£200.00
ull Banquet Room	\$140.00	2	\$280.00
Partial Banquet Room	\$100.00		\$0.00
Studio/Multipurpose Room	\$0.00		\$0.00
/endor/Concessions Fee (per vendor/booth)	\$100.00	0	\$0.00
	Venue Total:		\$280.00
ADDITIONAL FEES:			
Additional after hours facility fee	\$50.00		\$0.00
Additional time per quarter hour (past agreed rental end time)	\$75.00	0	\$0.00
Ad	ditional Fee Total:		\$0.00
	Total Fees:		\$280.0
Total Cost Due:			\$280.00
License Fee (50% of rental costs) Date Paid:			
Credit Card Processing - 2.2%, if paying w/credit card			
Remaining Balance Due (30 days prior to event)			\$280.00
Damage Deposit: \$250 or \$500 (circle one)	\$0.00)	
No deposit required (waived by directo	or)	1	
. ()		11/1	
Signed an	d Agreed this date	= 7/24/2	2019
- lo - A-L		FLSE	
Licensee Regresentative		Title	
History		Faulth Title	Manage
Enrichment Center Representative		Title	
Jernifu Jak	on the same of the	Deput	1 Manage 1 Directo
WIPR Representative		Title	

4/24 20/9 Williamson County	45713			
Received From Franklin Fire	Dep	1	_Cash	Check 0 330422
Arts & Crafts	\$	Swim classes		\$
Recreation Classes	\$	Passes		\$
Athletics	. \$	Special Events		\$
Rentalis 4 44 13 . 2019	280	Other		
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				16



#330422# #064008637# 5200654#

Exhibit C

Guidelines & Policies

Thank you for your interest in renting the Enrichment Center for your event. We hope that you and your guests will enjoy this unique venue which encompasses historical, cultural and artistic elements. This space is compatible for meetings, conferences, special occasion receptions and parties, educational seminars and much more.

Those wishing to tour the facility or rent the space for an event need to make arrangements with the Facility Manager, Trisha Bilbrey: 615-786-0186 ext. 2512 or Trisha.Bilbrey@williamsoncounty-tn.gov

interested persons/groups will need to submit an <u>Application Form</u> (available online at wcparksandrec.com. Once received and if approved, a meeting will be set for you to discuss event details, complete the required License Agreement, pay the required Damage Deposit and 20% of Total License Fees. <u>Application Forms must be submitted no later than 60 days prior to requested rental date.</u>

Rentals are available during regular Operating Hours and After Hours for Special Occasion Events.

Hours of Operation:

Monday – Thursday	7:00am to 9:00pm	(After hour rentals are not available Monday-Thursday)
Friday	7:00am to 5:00pm	(After hour events must end no later than 11:00pm)
Saturday	8:00am to 12:00pm	(After hour events must end no later than 11:00pm)
Sunday	1:00pm to 5:00pm	(After hour events must end no later than 8:00pm)

The following guidelines have been set to make sure your event runs smoothly and the facilities at the Enrichment Center are maintained properly. A signed LICENSE AGREEMENT means you have reviewed these Guidelines & Policies and accept them in their entirety.

SMOKING is prohibited anywhere inside the facility and is only allowed in designated areas.

IMPORTANT: Children must stay in rented areas during events and are prohibited from running or playing in the halls of the Enrichment Center. This is for their security and safety.

ALL EXITS MUST REMAIN CLEAR AND UNOBSTRUCTED

Maximum Number of Guests for this space is 250 for Banquet Seating or 300 Audience Style Seating

Applicants/Event Organizers must be 21 years or older. Events organized for age groups under 21 must be chaperoned at a ratio of 1 adult per 10 youth.

Licensee Initials

AGREEMENTS/DEPOSITS/FEES

- Once you are notified that your request has been approved, you have <u>7-10 days</u> in which to set up a meeting with the Facility Manager to sign the required *License Agreement*, pay the *Damage Deposit* and <u>50% of Total License Fees</u> in order to officially book the your event. If you do not comply within the <u>7-10 days</u>, your date will be released for other potential requests.
- Damage Deposit: \$250 / \$500 is due at the time of signing the License Agreement, payable to WCPR in a separate check or by credit card. This payment will be processed. If the facility is left in good order at the conclusion of the event and no damage has occurred, this deposit will be refunded by check within 30 days after the event. If paying deposit by credit card, renter will not be refunded additional service fee charges. If damage occurs, this deposit will be retained to cover those additional costs if not taken care. The renter is liable for any damages assessed in excess of the original damage deposit paid.
- License Fee(s): Prior to signing the License Agreement, paying the Damage Deposit and 50% of the Total License Fee you will receive an itemized fee report listing the total payment structure for your specific event. Your remaining license fee balance may be paid in advance or is due no later than 30 days prior to date of event. In the event that full payment is not received by this deadline, WCPR reserves the right to cancel your event.
- Cancellation Policy: Cancellations <u>MUST</u> be made in writing to the Department Director, otherwise may not be considered.
 - If Licensee cancels event no later than 30 days or more prior to rental date, 80% of Total License Fees plus Damage Deposit will be refunded to Licensee.
 - If Licensee cancels event within <u>15 to 30 days</u> prior to rental date, Licensee will be refunded 50% of Total License Fees paid plus Damage Deposit.
 - If cancellation is <u>less than 15 days</u> prior to rental date, 20% of the Total License Fee plus Damage Deposit will be refunded to Licensee.
- After Hours Facility Fee: \$50 per hour. This fee will be added into the Total License Fee amount and covers the cost of supervision for after hour events.
- Vendor Fees: If you will be using vendors who will be selling a product, please review in detail this area of the License Agreement and each vendor will be required to pay the Licensee a fee of \$100. This fee is to be collected and paid to the Licensee and the Licensee will be charged the \$100 fee and will be required to pay this fee when paying all other fees to WCPR.
- Additional Fees: Agreed Rental Hours MUST include time for set-up and clean-up. If event runs longer than scheduled time, additional fees will be assessed at \$75 per quarter hour. Payment must be made by check before exiting the facility otherwise this fee may be deducted from the Damage Deposit.
- Event Security: Dependent on the type of event and/or number of people in attendance, the Licensee may be required to provide and pay for security. Events serving alcohol are required to provide security at the Licensee expense. Security needs will be determined by the Director of Parks and Recreation.
- Cleaning: The renter is responsible to ensure that the event space is left clean, in good condition and that all supplies and trash have been removed from rental areas. The caterer (or anyone serving food or beverage) leaves the kitchen or work site clean with all trash removed, counters and sinks wiped clean and equipment emptied and clean. The renter is liable for any damages assessed in excess of the original deposit paid.

RENTALS

- The Facility Manager will work with you to design a Room Set-Up for your meeting/event detailing the placement of tables and chairs and special amenities. WCPR staff will be responsible for having these things in place and set-up prior to your arrival and will be responsible for putting these items up at the conclusion of your event.
- Provided: Tables and chairs are included in the cost of your rental. We have round tables for dining or conference seating, head tables and serving tables available. The Banquet Hall can only seat a maximum of 250 people banquet style. We only provide up to 250 chairs total for the Banquet Hall regardless of table or audience style seating. Should you want to seat more than that for audience style seating only, you will have to supply or rent additional chairs from an outside rental group.
- Additional Amenities available, if needed AND included in rental fees:

Podium (with microphone if needed)

PA System (for meetings only - not available for special event rentals)

AV Equipment

Use of Warming Kitchen & kitchen amenities

Not included: Table Linens, Dinnerware, Glassware, Cutlery & Serving Trays & Utensils, Performance or Special Event Lighting, Event décor, etc. For use of a Dance Floor or Portable Stage, we recommend that you contact a local rental company.

Outside rental services are welcome, however, arrangements for early delivery (the day before, etc) or late pick up (the day after, etc.) is not guaranteed. Your rental service must be able to accommodate day-of-event delivery and day-of-event pick up within your agreed upon rental times, unless prior arrangements have been made through the Facility Manager. You or an agreed upon contact person must be present in our facility to meet and supervise any outside rental deliverles and/or pick-up, as well as load in/out for entertainment you are providing for your event (guest speakers/bands/dj, etc). Enrichment Center employees are not responsible for receiving or signing for any deliverles.

FOOD AND BEVERAGE

- Once the event is confirmed with a signed License Agreement and Deposit paid, chosen caterers will need to
 contact the Facility Manager to set up a meeting to review rental agreement areas and to see all amenities
 available for use such as (refrigerators, freezers, warming ovens, portable bar, coffee makers etc.). Your caterer
 will be given information specific to this venue including requirements and restrictions.
- WCPR can provide you with a list of previous used caterers in which a Certificate of Insurance is currently on file with our department, but we cannot recommend specific local caterers. If the catering company you select is not on our current list, all caterers and outside vendors MUST provide Williamson County with a Certificate of Insurance listing Williamson County Government as the "Certificate Holder" and as the "Additional Insured". The Certificate of Insurance MUST be received 30 days prior to event date in order to be approved by the County Risk Manager.

Alcoholic Beverage Policies - Alcohol may not be SOLD on the premises, but may be served as a part of an event. Should a licensee obtain permission to serve alcohol in the Enrichment Center, in addition to all other contract terms, policies, facility rules the following polices shall be applicable and strictly adhered to:

- All persons must have legal proof of age and be over 21 years of age prior to serving alcohol.
- Any person who is intoxicated before entering the facility may be denied entry to the facility, without refund. Any guest found intoxicated within the Venue or causing a disturbance as determined by the Facility Supervisor, will be asked to leave the Venue, without refund, and may be subject to further consequences.
- Alcohol must be served in something other than its original container and no open alcohol containers shall leave
- Facility Supervisor reserves the right to eject the Licensee without refund and the Williamson Co. Sheriff's Dept. will be contacted if any individuals under the age of 21 possess or consume alcohol or are visibly intoxicated while in the venue.
- Individuals providing alcohol to anyone under 21 will also be ejected without refund and the Williamson Co. Sheriff's Department will be contacted.
- The cutoff time for alcohol served varies by event. Please contact the Facility Manager to discuss appropriate cutoff times. Alcohol cutoff times are subject to change and shall be at the sole discretion of the Facility Manager.
- Any persons found with alcohol brought from outside the Venue shall be ejected immediately without refund.
- If the event is taking place during regular operational hours of the facility, alcohol being served must remain in the designated rental space only. If the event takes place after hours, beverages are permitted in the designated rental space and the facility lobby only.

All decisions by the Parks and Recreation Director or the Facility Manager shall be in their complete discretion.

EVENT SET-UP

- Renter has access to the event space for the day. See schedule for specific hours available for rental. Agreed Rental Hours MUST include time for set-up and clean-up.
- The renter MUST provide all supplies such as extension cords, scissors, tape, Xerox copies, ladders, etc. Tape use is limited to "Gaff Tape" only. Scotch, Duct and Masking tapes are not allowed.
- Nothing may be hung from the ceiling, the walls or the room partition. Decorations must consist of table centerpieces or free standing floor decorations.
- All cables, electrical cords, etc. must be kept away from traffic areas or taped down to prevent any hazards. Gaffers/Electrical tape required.
- The Enrichment Center is not responsible for the protection or storage of items brought onto the property for an event. The Banquet Hall will be locked upon your leaving and unlocked upon your return. No room keys will be handed out.
- The use of small particles for decorative purposes such as glitter, hay, confetti, etc. is not allowed to be used for any event. If items are used for decorative purposes, a percentage of your cleaning fee will be applied to cover the clean-up of such items used.
 - -4-
- OPEN FLAME CANDLES ARE NOT PERMITTED. Battery operated candles are permissible.

- Due to Fire Marshall regulations, any buffet or food service table linens that involve sterno or flame must rest in an approved containers and not directly on the fabric.
- Due to noise considerations and Fire Marshall regulations, the interior doors to the Banquet Room must be able to close during an event. Decorations, curtains, etc. must NOT prohibit closure.

EVENT CLEAN-UP

- Renters may have a reasonable amount of time (within their agreed upon hours) after the event to clear the space of trash, decorations, etc. A clean-up checklist will be provided prior to the event.
- Clean-Up is the responsibility of the renter and/or caterer, during set-up and following the event. Everything brought into the building is to be removed. All dirty dishes, linens and flatware, lights, sound equipment, decorations, etc. must be removed from the event site at the conclusion of the event unless prior arrangements are made with the facility manager.
- Only birdseed and real rose petals (white only) may be thrown outside the buildings. Bubbles are also allowed.
 No rice, confetti, sparklers or fireworks are permitted at any time.
- ICE is to be discarded in the kitchen sink or in pavement storm drain outside. NEVER discarded ice on a grassy area as this will kill the grass.
- All trash must be bagged and moved to the trash receptacle outside behind the PAC Theater at the conclusion of the event. All boxes need to be flattened and placed in the dumpster. It is the client's responsibility to place all garbage in the dumpster and not on the ground next to dumpster.
- Decorations or equipment may not block any designated exits from the building. Do not park in any fire lanes.
 Truck drivers loading or unloading rentals or other supplies must move trucks when delivery is completed.
- If you provide food and/or drinks at your rental please see to it that the floors are swept and spot mopped where needed in the event there is a mess. WCPR will be responsible for vaccuming.
- Throughout your event, if there is a spill please let staff know immediately so we can clean it up.

SECURITY

- Enrichment Center personnel will be on hand during the entire event. Please see them at any time if you need assistance or have a concern and/or something that needs to be addressed.
- The Enrichment Center is not responsible for damage or theft beyond our control.
- At the Enrichment Center's discretion, renters may be asked to provide security officers, at the renter's expense, for the full duration of the event.
- Live music, bands and Disc Jockeys are welcome in event spaces but a reasonable noise level must be maintained that does not disturb neighboring buildings on or surrounding the Academy Park Campus. If during

an event the music continues to disturb other patrons/groups, management reserves the right to intercede by having the entertainment modified or discontinued.

PARKING

- Parking is permitted in available spaces in the parking lot behind the Enrichment Center & Theatre, in designated spaces on Everbright Street, in the additional parking lot across from the Academy Park Gyms (on Everbright Street) and lastly in available spaces that might be available behind the Williamson County Library. Parking is NOT permitted in the front drive of Renaissance High School and the Enrichment Center, nor on private property adjacent with the Academy Park campus in any direction.
- Licensee shall not charge any fee for parking at the Event unless they have received express written permission from the Director of Parks and Recreation.

Thank you for your time and attention regarding our rental policies and procedures. The staff at the Enrichment Center looks forward to working with you on your event. It is our goal to provide the best venue and service to our clients to make your event a very special occasion to remember.

Licensee Signature WCPR/EC Representativ

ACORD

-		CERTIFICATE OF LIABILITY INSURANCE						DATE (MMIDDIYYYY) D4/09/2019	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
п	IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements).							endorsed.	
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUBLIC ENTITIES XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages, Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A: Reasonable force Property Damage Exception To Expected Or Intended Injury Exclusion
- B. Non-Owned Watercraft 50 Feet Long Or Less
- C. Owned Watercraft Less Than 25 Feet
- D. Aircraft Chartered With Pilot
- E. Damage To Premises Rented To You
- F. Increased Supplementary Payments
- G. Who is An Insured Public Entities, Elected Or Appointed Officials, And Members Of Your Boards
- H. Who is An insured Employees And Volunteer Workers
- Who is An insured Newly Acquired Or Formed Organizations
- J. Blanket Additional Insured Owners, Managers Or Lessors Of Premises

PROVISIONS

A. REASONABLE FORCE PROPERTY DAMAGE — EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion a. Expected Or Intended Injury. in Paragraph 2., of SECTION 1 - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

a. Expected Or Intended injury Or Damage
"Bodily injury" or "property damage"
expected or intended from the standpoint of the insured. This exclusion
does not apply to "bodily injury" or
"property damage" resulting from the
use of reasonable force to protect
any person or property.

- K. Blanket Additional Insured Lessors Of Leased Equipment
- I. Blanket Additional Insured Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement
- M. Who is An insured Liability For Conduct Of Unnamed Partnerships, Joint Ventures Or Limited Liability Companies
- NL Good Samaritan Services Coverage .
 Amendment of Occurrence Definition and Each Occurrence Limit
- D. Contractual Liability Railroads
- P. Knowledge And Notice Of Occurrence Or Offense
- 0. Unintentional Omission
- R. Blanket Waiver Of Subrogation
- B. NON-OWNED WATERCRAPT 50 FEET LONG OR LESS
 - 1. The following replaces Paragraph (2) of Exclusion g., Alteraft, Auto Dr Watercraft, in Paragraph 2. of Section I COVERAGES COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:
 - (2) A watercraft you do not own that is:
 - (a) Fifty feet long or less; and
 - (b) Not being used to carry any person or property for a charge.
 - 2. The following is added to Paragraph
 2. of SECTION II WHO IS AN INSURED:

Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

- (1) Fifty feet long or less; and
- (2) Not being used to carry any person or property for a charge.

C. OWNED WATERCRAFT LESS THAN 25 FEET

 The following is added to Exclusion g. Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I — COVERAGES — COVERAGE A BUDILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to a watercraft you own that is:

- (a) Less than 25 feet long; and
- (b) Not being used to carry any person or property for a charge.
- 2. The fellowing is added to Paragraph 2. of SECTION II ~ WHO IS AN INSURED:

Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you own that is:

- (1) Less than 25 feet long; and
- (2) Not being used to carry any person or property for a charge.

D. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of Section 1 — Coverages — Coverage A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an air-craft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

E. DAMAGE TO PREMISES RENTED TO YOU

- 1. The first paragraph of the exceptions in Exclusion I., Daniage To Property, in Paragraph 2. of Section I COVERAGES COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is deleted.
- The following replaces the last paragraph of Paragraph 2. Exclusions, of SECTION 1 - COVERAGES - COVERAGE A

BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c., g. and h., and Paragraphs (1), (3) and (4) of Exclusion j., do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by fire unless Exclusion f. of Section I - Coverage A - Bodliy Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion - All Pollution injury Or Damage or Total Pollution injury Or Damage or Total Pollution it stille. A separate limit of insurance applies to "premises damage" as described in Paragraph 6, of Section III - Limits Of Insurance.

- 3. The following replaces Paragraph 6. of SECTION III LHMITS OF INSURANCE
 - 6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$100,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.
- The following replaces Paragraph a of the definition of "insured contract" in the DEFINITIONS Section:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
- 5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

- 6. The following replaces Paragraph A.b.(1)(b) of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS:
 - (b) That is insurance for "premises damage"; or
- 7. Paragraph 4.b.(1)(c) of SECTION IV -COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted.

F. INCREASED SUPPLEMENTARY PAYMENTS

- 1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS COVERAGES A AND B of SECTION 1 COVERAGES:
 - b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily injury Liability Coverage applies. We do not have to furnish these bonds.
- 2. The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS COVERAGES A AND B of SECTION |
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- G. WHO IS AN INSURED PUBLIC ENTITIES, AND MEMBERS OF YOUR BOARDS
 - The following is added to Paragraph
 of SECTION II WHO IS AN INSURED:

If you are designated in the Declarations as a public entity, you are an insured. Your lawfully elected or appointed officials, "executive officara" or directors are also insureds, but only with respect to their duties as your elected or appointed officials, "executive officers" or directors. Members of "your boards" are also insureds, but only with respect to their duties for you or "your boards". However, none of these officials, "executive officers", directors or members are insureds for:

- a. "Bodily injury" or "personal injury":
 - (1) To you or to any of your "employees" while in the course of his or her employment or performing duties related to the conduct of your business or to

- any of your "volunteer workers" while performing duties related to the conduct of your business;
- (2) To the spouse, child, parent, brother or sister of that "employae" or "volunteer worker" as a consequence of Paragraph a.(1) above;
- (3) To any fellow elected or appointed official, "executive officer" or director, or fellow member of "your boards";
- (4) To the spouse, child, parent, brother or sister of that fellow official, "executive officer", director or member as a consequence of Paragraph a.(3) above; or
- (5) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs a.(1), (2), (3) or (4) above.

Unless you are in the business or occupation of providing "professional health care services". Paragraphs a.(1), (2), (3), (4) and (5) above do not apply to "bodily injury" arising out of providing or falling to provide "Good Samaritan services" by any of your selected or appointed officials, "executive officers" or directors, or any members of "your boards", other than a nurse or doctor. Any such elected or appointed officials, "executive officers" or directors providing or failing to provide "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their duties for your boards" providing or failing to provide "Good Samaritan services" during their work hours for "your boards" providing or failing to provide "Good Samaritan services" during their work hours for "your boards" will be deemed to be acting within the scope of their duties for you or "your boards".

- t. "Property damage" to property:
 - (1) Owned, occupied or used by;
 - (2) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees" or "volunteer workers", or that

official, "executive officer", director or member.

Any of your lawfully elected or appointed officials, "executive officers", directors or members of "your boards" appointed at your request to serve with an outside tax exempt entity will be deemed to be acting within the scope of their duties for you.

The following replaces the first sentence of Paragraph 1.d. of SECTION II
 WHO IS AN INSURED:

An organization other than a public entity, partnership, joint venture or limited liability company, you are an insured.

 The following is added to the DEFINITIONS Section;

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

"Your boards":

- Means any board, commission, or other governmental unit or department that:
 - (1) Is under your jurisdiction; and
 - (2) Is funded and operated as part of your total operating budget.
- Does not include any "joint powers authority."

"Joint powers authority" means any organization formed by two or more public entitles that have agreed in a contract or agreement to jointly exercise any power common to them.

H. WHO IS AN INSURED - EMPLOYEES AND VOLUNTEER WORKERS

- The following replaces the first sentence of Paragraph 2.a, of SECTION II
 WHO IS AN INSURED:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a public entity, partnership, joint venture, limited liability company or trust) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

The following is added to Paragraph
 a, of SEBTION II - WHO IS AN INSURED:

Any of your "employees" appointed at your request to serve with an outside tax exempt entity will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 2.a.(1) of SECTION II - WHO IS AN INSURED:

Unless you are in the business or occupation of providing "professional health care services", Paragraphs [1][a], (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer nurse or dector. Any such "employees" or "volunteer workers" providing or failing to provide "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4, of SECTION (1 - WHO IS AN INSURED:

- 4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named insured if there is no other insurance which provides similar coverage to that organization, However:
 - a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us

within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage A does not apply to "bodly injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage 8 does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- J. BLANKET ADDITIONAL INSURED OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to Hability arising out of the ownership, maintenance or use of that part of any premises lessed or loaned to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

- a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in or to borrow that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
- K. BLANKET ADDITIONAL INSURED LESSORS. OF LEASED EQUIPMENT

The following is added to SECTION II -- WHO IS AN INSURED:

Any person or organization that is an equipment lessor is an ineurad, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment lessor.

The insurance provided to such equipment lessor does not apply to any. "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease ex-

Blanket Additional Insured — Persons Or Organizations for Your Ongoing Operations as required by Wrytten Contract or agreement

The following is added to SECTION II - WHO IS AN IMSTRED:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or is "personal injury" or "advertising injury" caused by an offense that is committed, after you have signed and executed that contract or agreement; and
- tile caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

M. WHO IS AM INSURED — LIABILITY FOR CONDUCT OF UNMAMED PARTNERSHIPS, JOINT VENTURES OR LIMITED LIABILITY COMPANIES

The following replaces the last paragraph of SECTION II - WHO IS AN INDUMED:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Deciarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II. Who is An insured.

- M. GOOD SAMARITAN SERVICES COVERAGE --AMERICATENT OF OCCURRENCE DEFINITION AND EACH OCCURRENCE LINET
 - The following is added to the definition of "occurrence" in the DEPINITIONS Section:

Unless you are in the business or occupation of providing "professional health care services", "occurrence" also means an act or omission committed in providing or failing to provide "Good Samaritan services" to a person by:

- a. Any of your elected or appointed officials, "executive officers" or directors;
- b. Any member of "your boards";
- c. Any of your "employees" or "volunteer workers"; or
- d. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of watercraft to which Coverage A - Bodily Injury And Property Damage Liability applies;

other than a nurse or doctor.

 The following is added to Paragraph
 of SECTION III - LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by:

- a. Any of your elected or appointed officials, "executive officers" or directors;
- it. Any member of "your boards";
- c. Any of your "employees" or "volunteer workers"; or
- d. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of watercraft to which Coverage A - Bodily Injury And Property Damage Liability applies;

in providing or failing to provide "Good Samaritan services" to any one person will be deemed to be one "occurrence".

O. CONTRACTUAL LIABILITY - RAILROADS

- The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement:
- Paragraph f(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

P. KNOWLEDGE AND NOTICE OF OCCUBRENCE OR OFFENSE

The following is added to Paragraph 2. Duties in The Event of Occurrence, Offense, Claim or Suit, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

- The following provisions apply to Paragraph a above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II. Who is An insured:
 - or offense must be given as soon as practicable only after the "occurrence" or offense is known to you lif you are an individual), any of your lawfully elected or appointed officials, "executive officers" or directors (if you are a public antity), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a public entity, partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
 - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - A lawfully elected or appointed official, "executive officer" or director of any public entity;
 - A partner or member of any partnership or joint venture;
 - (iii) A manager of any limited liability company;
 - (IV) A trustee of any trust; or
 - An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs 8. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutents" which contains a requirement that the discharge, release or escape of "pollutents" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph edoes not affect that requirement.

Q. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., Representations, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional arror in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

R. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Uf Rights Of Recovery Against Others To Us, of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement,



Rental Checklist for EC Office Use Only:

Licensee/Brent Name: Franklin Fire Dept. Rental Date: MM. May 131
Application Submitted (Exhibit A)
Signed License Agreement
\$250/\$500 Damage Deposit Paid and 50% of Total License Fees
Signed Copy of Rental Guidelines & Policies (Exhibit C)
Paid remaining balance of Total License Fees
Room Set Up Submitted
Submitted and meet all Requirements to serve alcohol (If applicable)
Proof of 501c3 Status
Certificate of Insurance naming Williamson County Government as the Certificate Holder
and as the Additional Insured from the following if required and approved:
Licensee / Renter Caterering Co.
Bartending /ABC Valet Parking Co.
Other:
Required signatures on License Agreement
Licensee Parks & Recreation Director
Risk Management County Attorney County Mayor
Originals sent to Admin Office
Copies on file at the EC
Deposit Refunded: Yes / No Amount Refunded: Date: