

LICENSE AND AGREEMENT

This License and Agreement ("License") is made and entered into by and between _____ ("Licensee") and the **TOWN OF ST. JOHN, INDIANA**, having an address at 10955 W. 93rd Avenue, St. John, Indiana 46373 ("Licensor").

RECITALS

WHEREAS, Licensor is the owner of certain land located at _____, St. John, Indiana 46373 and occupied by _____ (if applicable) (the "Property"); and

WHEREAS, _____ is hosting an Open House/Event on _____, on said Property and would like to have food trucks/vendors participate in the event; and

WHEREAS, Licensee owns a _____ and desires to participate in the Open House/Event; and

WHEREAS, Licensor is willing to permit the use of the Property by Licensee for the purpose described above, upon the terms and conditions set forth in this License;

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AND OTHER CONSIDERATION HEREINAFTER SET FORTH, LICENSEE AND LICENSOR AGREE AS FOLLOWS:

1. **GRANT OF LICENSE.** Licensor grants to Licensee, its employees, contractors and volunteers a license to use the Property for the purpose described above, solely at Licensee's option and expense. Licensor hereby authorizes Licensee to temporarily _____ at _____ (name of Open House/Event), on _____ (date of Open House/Event), at the Property.

3. **FEE.** There will be an administrative fee charged to Licensee of Fifty (\$50.00) Dollars for a half day Open House/Event, One Hundred (\$100.00) Dollars for a full day Open House/Event, and One Hundred (\$100.00) Dollars per day for multiple day Open Houses/Events. However, the Town Council reserves the right to waive this administrative fee at their sole discretion.

3. **TERM.** This License shall be effective on _____ and in the event the weather does not permit the Open House/Event, it would be rescheduled for _____. The Open House/Event will begin at _____ a.m., and end at _____ p.m. However, Licensee is permitted on site for the set up at _____ a.m. and clean up time from _____ p.m. to _____ p.m.

4. **LIABILITY.** Licensee hereby assumes all responsibility for any injury to persons or damage to property to the extent caused by Licensee's use of the Property pursuant to this License and agrees to hold Licensor harmless from the same. Additionally, Licensee agrees to

comply with all guidelines of the Center for Disease Control and the State of Indiana regarding the COVID-19 pandemic for the event, including but not limited to social distancing and the use of appropriate face coverings.

5. **TERMINATION.** Licensor and Licensee may terminate this License with respect to all or a part of the Property upon written notice to the other party.

The parties have executed this instrument as of the date of last signature below.

LICENSEE: _____

_____ Printed Name

Date: _____

LICENSOR: **TOWN OF ST. JOHN, INDIANA**

By: _____

Chris Salatas, Town Manager

Date: _____

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public, personally appeared _____ and acknowledged execution of the foregoing instrument this _____ day of _____, 2021.

_____ Notary Public

My Commission Expires: _____

My County of Residence is: _____

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared the Town of St. John, Indiana, by Chris Salatas, its Town Manager, and acknowledged execution of the foregoing instrument this _____ day of _____, 2021.

_____ Notary Public

My Commission Expires: _____

My County of Residence is: _____