

**CITY OF WICHITA, KANSAS
DEPARTMENT OF PARK AND RECREATION
PORTABLE BLEACHERS
AGREEMENT FOR USE**

THIS AGREEMENT made and entered into this ____ day of _____, 20__, by and between THE CITY OF WICHITA, KANSAS (“CITY”) and _____, Wichita, Kansas (“USER”).

WITNESSETH, that in consideration of the covenants agreement herein contained, the parties hereto agree as follows:

1. The parties agree that the “Rules and Regulations for Portable Bleachers” are incorporated into and made a part of this Agreement. Failure of the USER to comply with the “Rules and Regulations for Portable Bleachers” will constitute a breach of the terms and conditions of the Agreement.

2. The CITY does hereby permit the use of the Portable Bleachers for _____ . Event to be held on _____, _____, 20__, at _____.

3. The USER agrees to pay to the CITY for use of the Portable Bleachers a deposit of **\$250.00** and a usage charge of **\$300.00 per day**. If the location where the Portable Bleachers are to be used is outside the corporate city limits of the City of Wichita, USER also agrees to pay an **additional daily fee of \$250 per day**. The USER shall keep and make available for examination by the CITY such records of business transacted under this Agreement as are satisfactory to the CITY.

4. The USER agrees to indemnify and hold harmless the City of Wichita, and all its Boards, Agencies, Officers, and Employees, for all liability and claims for damages of whatever nature that may arise out of this Agreement or USER’s use of the bleachers, except to the extent such may be caused by the negligence of the CITY.

5. The USER agrees to furnish the CITY with a public liability insurance policy issued by an insurance company authorized to do business in the State of Kansas, in which the USER is the named insured and the City of Wichita and its agencies are additional insured, for

public liability insurance in the sum of five hundred thousand dollars (\$500,000) for the benefit of one or more persons on account of any one accident, together with property damage liability for the sum of ninety thousand dollars (\$90,000). Such policy shall be written for the entire time USER has contracted to use the Portable Bleachers and cover all of the activities of the USER upon such bleachers.

6. USER will not discriminate or permit discrimination against any person in the use or occupancy of said bleachers in violation of the Code of the City of Wichita, as set forth in the exhibit attached hereto.

7. It is understood and agreed that in the event the USER shall breach any of the terms or conditions of the Agreement, the service charge and deposits herein provided shall be forfeited to the immediate possession of the bleachers without any further responsibility or liability to the USER and the CITY shall have all other remedies to which it is entitled by law or equity.

8. This Agreement shall not be assigned or sold in whole or part except by the written consent of the CITY.

9. This Agreement shall at all times be governed, interpreted, and construed under and in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties have hereunto set their hands the date and year first written above

CITY OF WICHITA, KANSAS

By _____
Troy Houtman
Director of Park and Recreation

By _____