

SHORT TERM RENTAL AGREEMENT

Comes now the City of Greenfield, Indiana, hereinafter referred to as "Greenfield" and Greenfield Main Street, Inc., hereinafter referred to as "Main Street" and do hereby enter into this lease and agreement for the premises described as follows:

That portion of South Street within Greenfield, Indiana existing between State Road 9 and American Legion Place encompassing all of the bricked and concrete areas contained therein.

For the term of December 6, 7, 8, 13, 14, 15, 20, 21, 22, 23, 26, 27, 28, 29, 30, 31, 2024 and January 1, 2025 on the terms and conditions set forth below.

In consideration thereof, Main Street covenants and agrees:

1. To pay to Greenfield as rent for the premises the sum of One Dollar (\$1.00) for the entire term of this Agreement in lawful money of the United States of America, which payment shall be due and owing upon execution of this Agreement by all parties.
2. Main Street will use and occupy said premises for the purpose of offering to the public the ability to ice skate upon an area prepared for such purpose by Main Street. The hours of operation of the skating facility are as follows:
 - a. December 6, 13, and 20, 2024 between the hours of 4:00 p.m. and 10:00 p.m. Eastern Standard Time.
 - b. On all other dates encompassed by this Agreement, the hours of operation shall be from 11:30 a.m. to 10:00 p.m. Eastern Standard Time.
3. Main Street, at its own expense, will install all necessary materials to create the ice-skating rink.
4. Main Street, at its own expense, will keep the leased premises in good repair, clean, sanitary, and in a safe condition for utilization by members of the public at all times during the term of this Agreement, including without limitation, the removal of ice and/or snow, provision for disposal of trash and other waste materials and the provision of staff to properly supervise utilization of the leased premises in a safe manner.
5. Taking possession of the leased premises by Main Street shall constitute acceptance of the premises conditions at the commencement of the lease term and at the end of the lease term, Main Street shall return the leased premises in substantially the same condition.
6. Main Street will not assign this lease nor any interest hereunder, nor permit any assignment by operation of law, nor permit the use of the leased premises by any third party other than the general public, without a written agreement between Main Street and said third-party incorporating by reference the terms of this Agreement.

7. Other than those alterations to the leased premises necessary to conduct the skating rink operation, Main Street will not make any other alterations, additions, or improvements to the leased premises without first obtaining Greenfield's written consent thereto.

8. Main Street will at all times during the term of this Agreement, maintain comprehensive general liability insurance with minimum limits of \$2 million per person and \$2 million per incident, all of which shall list Greenfield as an additional insured.

9. Prior to the commencement of the lease term, Main Street shall provide a Certificate of Insurance to Greenfield reflecting maintenance of comprehensive general liability insurance with the aforementioned limits and reflecting Greenfield as an additional insured.

10. Main Street shall hold harmless and indemnify Greenfield for any damage to either person or property sustained by Main Street or any third party by entry upon or utilization of the leased premises, which indemnification shall include, but not be limited to, any claims, causes of action, lawsuits, damages, judgments, court costs and attorney's fees, which may be awarded against Greenfield or incurred by Greenfield as a result of any such claim, cause of action, or lawsuit.

IN WITNESS WHEREOF the parties have executed this Agreement in duplicate on this 26th day of November, 2024.

GREENFIELD BOARD OF WORKS
AND PUBLIC SAFETY

Guy Titus, Mayor

Larry Breese

Katherine Locke

Brent Robertson

Glenna Shelby

GREENFIELD MAIN STREET, INC.



Jennifer Wells

RENTAL AGREEMENT

Comes now Greenfield Main Street, Inc., hereinafter referred to as "Main Street" and the City of Greenfield, Indiana, hereinafter referred to as "Greenfield" and agree to the exclusive right of Greenfield to utilize and possess that portion of South Street within Greenfield, Indiana, that exists between State Road 9 and American Legion Place for the sole purpose of allowing employees and invitees of Greenfield to utilize the then existing ice-skating rink and surrounding areas for ice skating and related activities on the 19th day of December, 2024 from 6:00 p.m. until 9:00 p.m. Eastern Standard Time subject to the following terms and conditions:

1. Contemporaneously with the execution of this Agreement, Greenfield shall pay to Main Street the sum of \$900.00 as sole and complete consideration of this Agreement.
2. Greenfield, its employees and invitees, shall abide by all rules, restrictions, regulations and the direction of any staff members of Main Street given during the time of this lease.
3. Prior to, or contemporaneously with, any employee of Greenfield and/or its invitee shall, prior to utilizing the leased premises, execute a waiver of liability as provided by Main Street and/or its staff members.

IN WITNESS WHEREOF the parties have executed this Agreement in duplicate on this _____ day of _____, 2024.

CITY OF GREENFIELD, INDIANA

GREENFIELD MAIN STREET, INC.

Guy Titus, Mayor



Jennifer Wells

WAIVER OF LIABILITY

I/We hereby acknowledge that I/We have requested that all of the individuals listed below be allowed to participate in ice-skating and other activities conducted by Greenfield Main Street, Inc. conducted at the following location:

The portion of South Street within Greenfield, Indiana, existing between State Road 9 and American Legion Place encompassing all of the brick and concrete areas contained therein.

In exchange for permission for the following individuals to engage in activities organized by and operated by Greenfield Main Street, Inc., by my/our signature(s) below, I/We waive, release, and discharge the City of Greenfield, Indiana, and its respective elected officials, officers, employees, affiliates, members, agents and representatives, as well as the Board of Directors, officials, employees, affiliates, members, agents and representatives of Greenfield Main Street, Inc., from any and all liability for injury, property damage, death, and any other claims, demands, losses or damages incurred by me/us, or my/our child/children in connection with participation and/or engagement in activities conducted by Greenfield Main Street, Inc. at the above location.

Date: _____

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