

TEMPORARY STORAGE SHED AGREEMENT

VIENNA COMMUNITY CENTER- NEXT TO "VIENNA YOUTH INC." ANNEX BUILDING

THIS AGREEMENT made and entered into this _____ day of _____, 20____ by and between THE TOWN OF VIENNA, Virginia ("Town") and OPTIMIST CLUB OF GREATER VIENNA ("Optimists") contains the terms and conditions permitting the OPTIMISTS to have a STORAGE SHED ("shed") located next to the Vienna Youth Inc. (VYI) building behind the Community Center to store materials and equipment used for the operation and benefit of the Farmers Market.

1. The Town, as provided herein, grants to the Optimists permission for the exclusive use of a storage shed, not to exceed 50 square feet, for storage of materials, supplies, and equipment used for its program.
2. The Optimists shall not provide nor assign space in or use of the shed to any other persons or group without written approval of the Town.
3. The Optimists shall not modify or alter the existing sheds without written approval of the Town, with the exception of partitions, closets, and areas designed strictly for storage. All modifications/alterations are to be done at the Optimist's expense.
4. The Optimists agree to indemnify and hold the Town harmless from any and all claims arising out of the construction, maintenance and /or use of the shed and premises by the Optimists.
5. The Optimists shall not store materials or equipment outside of the shed, other than the three brown garbage cans currently stored there, without approval by the Town, nor shall the Optimists deposit or leave trash debris on the premises.
6. Vehicular access to the vicinity of the shed shall be via the entrance to Vienna Community Center from Cherry or Mill Streets.
7. The Optimists access to and use of the shed shall not interfere with or unduly disrupt activities of other park users.
8. The Optimist may affix an identification sign to the shed. Such sign shall not exceed two square feet in area.
9. The shed shall be maintained in good repair by the Optimists and if it becomes dilapidated, the Town shall retain the right to remove the shed and its contents upon thirty (30) days' notice. In the event of removal by the Town, the Town shall not be responsible for the cost of the shed or its contents and may dispose of them as it deems appropriate.
10. The Optimists shall provide the Director of Parks and Recreation a key or lock combination and the Town shall have free right of entry to the shed. Such right of access does not permit the Town to use or remove from the shed items belonging to the Optimists.

The term of this Agreement is open-ended and shall run until terminated by one or more of the following conditions:

- A. The Town, in its sole discretion, determines the shed needs to be removed or relocated. In such case the Town shall give, in writing, at least ninety (90) days notice for the Optimists to remove or relocate the shed. The Town shall not be responsible for finding, providing, or reimbursing the Optimists for relocation of the shed.
- B. The Optimists are in violation of the terms and conditions of this Agreement and fail to correct said violation(s) within a reasonable time after notification by the Town.
- C. The Optimists notify the Town that it no longer has need for the shed and/or ceases to use the shed as provided for in this Agreement.
- D. The Optimists organization is dissolved, loses its non-profit status or for any reason ceases to function in furtherance of its purposes as a service organization.

Susan Bauer, President for the Optimist

Date

Leslie Herman, Director of Parks and Recreation

Date