

## Old Recreation Ground User Agreement – October 2023

Old Recreation Ground User Agreement ("Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, (the "Effective Date") by and between:

**MELBOURN PARISH COUNCIL**, with its principal office located at 30 HIGH STREET, MELBOURN, SG8 6DZ (hereinafter referred to as the "Landowner"), and

**HOLLY ALGAR of HOLYS DOG TRAINING**, located at 8 MOAT LANE, MELBOURN, SG8 6EH (hereinafter referred to as the "Hirer").

Collectively, the Landowner and the Hirer may be referred to herein as the "Parties."

The Landowner is the lawful owner of certain land described as follows (the "Land"):

Location: OLD RECREATION GROUND, THE MOOR, MELBOURN, SG8 6ED

The Hirer is engaged in providing dog training services to the public and seeks to use a portion of the Land for such purposes;

The Parties desire to enter into this Agreement to set forth the terms and conditions governing the use of the Land by the Hirer;

The Parties agree as follows:

### 1. Grant of Use:

**1.1 Use of Land:** Subject to the terms and conditions set forth herein, the Landowner hereby grants to the Hirer the non-exclusive right to use the Land, as more specifically described in Appendix A, for the purpose of conducting dog training classes (the "Permitted Use").

**1.2 Duration:** The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated by either Party with thirty (30) days' written notice to the other Party.

### 2. Conditions of Use:

**2.1 Compliance with Laws:** The Hirer shall comply with all applicable laws, ordinances, rules, and regulations, including but not limited to any land use regulations governing the use of the Land.

**2.2 Insurance:** The Hirer shall maintain public liability insurance coverage with limits of not less than £1,000,000 in the aggregate, and shall provide proof of such insurance to the Landowner upon request.

**2.3 Indemnification:** The Hirer shall indemnify and hold the Landowner harmless from any claims, liabilities, damages, or expenses arising out of or in connection with the Hirer's use of the Land.

**2.4 Maintenance:** The Hirer shall be responsible for the making good of the land if any damage occurs from the Permitted Use.

### 3. Consideration:

In consideration for the use of the Land, the Hirer shall pay the Landowner a percentage fee of earnings to amount to 20% of the rates received for each session, independent of number of participants, payable monthly.

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This agreement will be reviewed after 6 months from the date of the agreement to ensure it is suitable for all parties.

### 4. Termination:

Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party for any reason.

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#### MELBOURN PARISH COUNCIL

By: \_\_\_\_\_ Date: \_\_\_\_\_

[Authorised Signatory]

[Printed Name and Title]

#### HOLLY ALGAR, HOLLYS DOG TRAINING

By: \_\_\_\_\_ Date: \_\_\_\_\_

[Authorised Signatory]

[Printed Name and Title]

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Appendix A: The Land – Highlighted in yellow below

